

AGREEMENT

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between

**Meijer Stores Limited Partnership
Stores #101, 102, 103, 106, 107, 112
Dayton, Ohio**

and

**United Food and
Commercial Workers Union
Local No. 1099
AFL-CIO, CLC**



**Effective: April 25, 2004
Expiration: April 25, 2009**

Local 1099 "Mission Statement"

UFCW Local 1099 is a community-based union dedicated to the economic and social well-being of its members, the growth and advancement of the labor movement, and the promotion and practice of union and political democracy. It works to attain contracts with higher wages, better benefits, and increased job security resulting in a higher standard of living, enhanced quality of life, and greater economic security for members and their families.

Local 1099 seeks to: elevate the members' economic and social status through both collective bargaining and legislation; provide assertive, knowledgeable, and professional leadership and representation; protect the rights of the individual member and the union under collective bargaining agreements and the law; ensure a safe and healthy work environment for members at all work sites; maintain and increase unionized market share by aggressively organizing the unorganized who desire the benefits and protections of union representation and collective bargaining; promote democratic ideals so that the voices of the members are heard not only at the negotiating table and within the union, but also at the ballot box and in the legislative process of the larger community; attain decency, equality and fair treatment on the job and in the union; maximize membership participation in all aspects of the union's activities; encourage and develop responsible future leaders for the union; use all lawful means possible to ensure that the rights of the members, the union, and workers in general are protected outside the workplace as well as within it; and provide members with the best union representation possible at the highest level of value received for dues paid.

To accomplish these ends, Local 1099 will utilize all the resources available to modern trade unionism including, but not limited to: collective bargaining and servicing; organizing; politics and legislation; law; research; education; communication; community services; and technology.

Local 1099 shall act with honesty and integrity in all its dealings, honor and maintain traditional trade union principles, and perform its duties in a manner consistent with the values and ethics of working men and women.

RETAIL AGREEMENT FOR
DAYTON, OHIO
BY AND BETWEEN
MELJER STORES LIMITED PARTNERSHIP
AND
UFCW, LOCAL 1099
AFL-CIO, CLC
STORES #101, 102, 103, 106, 107, 112
APRIL 25, 2004 – APRIL 25, 2009

TABLE OF CONTENTS

Coverage	1
Union Security/Checkoff	2
Management Rights	3
Grievance and Arbitration Procedure/Stewards	4
No Strike/No Lockout	7
Seniority	8
Full-Time Job Openings	8
Layoff and Recall	11
Hours of Work – Scheduling	13
Rest Periods/Lunches	15
Overtime	15
Premium Hours	16
Wages	17
Benefits	22
Short Term Disability Plan (Weekly Indemnity)	40
Pension	44
401k	46
Paid Time Off Benefits	48
Paid Days Off	49
Holidays	50
Jury Duty	51
Bereavement Leave	53
Leave of Absence	54
Union Cooperation	58
General	59
Duration and Termination	62

AGREEMENT

THIS AGREEMENT is entered into this 25th day of April, 2004, by and between Meijer Stores Limited Partnership, hereinafter designated as the "Employer" and the United Food and Commercial Workers International Union, Local 1099, AFL-CIO, CLC, hereinafter known as the "Union."

PREAMBLE

This Agreement shall constitute the complete and only statement of contractual relationship between the Employer and the Union, and it is specifically agreed that any understandings or practices that may have existed contrary to the specific terms and conditions of this Agreement dated April 25, 2004, prior to April 25, 2004, will be given no force or effect hereafter. The parties further agree that understandings or practices include, but are not limited to, resolutions of conflicts on an informal basis. The Employer and the Union accept the provisions of this Agreement as commitments which they will cooperatively in good faith honor, support, and seek to fulfill. The employees covered by this Agreement agree to work for the Employer in accordance with the terms and conditions specified, and the Employer agrees to maintain the terms and conditions specified herein for the life of the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except for participation in the grievance procedure as specified in the contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except by mutual understandings.

Article I - Coverage

The Employer and the Union agree that this Agreement shall apply to and govern the wages, hours and other terms and conditions of employment for employees employed at the Employer's combination Stores #101, 102, 103, 106, 107, 112 and Distribution Centers operated as Meijer Stores Limited Partnership, within the jurisdiction of the Local Union, but excluding professional and managerial employees, pharmacists, pharmacy technicians, interns, auditors, managers, assistant managers, line and department managers, manager trainees, maintenance employees, office clerical and confidential employees, employees of any leased operation, (e.g., Shoe Repair, Barber Shop, Watch Repair, Savings and Loan, Cellular Phone Stores, Photography Studios, etc.), security employees and other guards and supervisors as defined in and by the National Labor Relations Act.

Article II - Union Security and Checkoff

Section 1. The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

Section 2. It shall be a continuing condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, upon completion of their probationary period, become and remain members in good standing in the Union.

It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution shall, after completing their probationary period, become and remain members in good standing in the Union. For the purposes of the Union Security provision of this section, the execution date of this Agreement shall be considered its effective date.

To be a member of the Union in good standing as required by this section, an employee must tender to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Those employees who maintain a non-union status or change their status to a non-union status and are covered by the terms of this Agreement shall be required to pay as a condition of employment, an initial service fee, monthly (or otherwise) service fees to the Union for the purpose of aiding the Union in defraying cost in connection with the Union's obligations and responsibilities as the exclusive bargaining agent of the bargaining unit herein.

Any employee who is required to be a member of the Union by this section and who fails to render such uniform dues and initiation fees shall not be retained as an employee in the bargaining unit so long as the Union has given written notice to the Company and employee of such failure, and such failure is not cured by the employee within seven (7) days of such notice. The Employer reserves the right to secure new employees from any source whatsoever.

Section 3. The Employer agrees, for the term of this Agreement, to deduct Union dues and/or service fees from the wages of the employees who individually certify in writing authorization for such deduction in a form authorized by law. The Employer agrees, in the case of new Union members, to deduct the Union initiation fee and in the case of a non-member, an initial service fee from the wages of any new or non-member Union employee who certifies in writing authorization for such deduction in a form authorized by law. It is the responsibility of the Union to obtain and deliver to the Employer such written authorization.

The Employer agrees to deduct an amount from the pay of each employee who is a Union member and who executes an appropriate voluntary check-off authorization for the UFCW Active Ballot Club. Deductions shall be in the amount and at the times specified in the check-off authorization form signed by the employee. The deduction shall continue for the life of this agreement for those employees who sign UFCW Active Ballot Club check-off authorization forms unless they are revoked individually and in writing.

The Employer agrees to deliver all sums deducted in this manner to the designated financial officer of the Union, payable to the local Union. The Employer further agrees to advise the local Union office within fifteen (15) days after information on any permanent transfers, promotions, discharges, or new hires as recorded by the Payroll Department in the corporate offices.

Section 4. The Union agrees to indemnify the Company against any liability received or imposed upon the Company by reason of any action taken by it as directed by Article 1 and 2.

Article III - Management Rights

The management of the business in all its phases and details shall remain vested in the Employer, except as specifically relinquished herein. The rights of the Employer, the Union, and the employees shall be respected and the provisions of the Agreement for the orderly settlement of all questions regarding such rights shall be observed.

Article IV - Grievance And Arbitration Procedure

Section 1. Stewards shall be selected by the Union from employees at each building location in accordance with its Bylaws and Constitution.

There will be five (5) stewards per store with no more than one (1) steward per department, other than in Grocery and Service where there will be a maximum of one (1) steward per shift.

Employees in the following job assignments cannot serve as stewards.

Receivers Cash Office Bookkeeping Function

Stewards will be given one (1) paid day off per year, paid at the fringe day amount as defined in 10.6B, to be used in conjunction with a Union authorized steward training conference. This day will be granted upon thirty (30) days written notification to the Human Resources Department by the Local Union.

Section 2. The Employer shall grant to any accredited full-time Union representative who is an employee of the Union access to the facility for the purpose of administering the terms of the Agreement. Such Union representative shall sign in and out on appropriate sign-in sheets. Neither representatives of the Union nor the steward will be permitted to engage in lengthy discussions with employees which might interfere with the Employer's business. A steward, upon reasonable notice and prior approval of their supervisor or supervisor in charge, may leave their work station for Union business.

Section 3. A grievance is defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein.

Section 4. The time elements in the steps established in Sections 5, 6 and 7 below can be shortened or extended by mutual agreement. A grievance not advanced by the Union to the next higher level within the time limit provided shall be deemed withdrawn and as having been settled.

Section 5. A request to process a grievance shall be presented, in writing, on the appropriate form, to the Store Director or Store Director in Charge within ten (10) calendar days after the event took place that is the basis for the grievance with the exception of wage claims, which are limited to sixty (60) days.

Wage claims shall be defined as, and limited to, the following:

- (a) Overdue progression step increases;
- (b) Incorrect wage rates;
- (c) Computer error;
- (d) Errors in mathematical calculation of wage, or wage rates or failure to pay for holidays, sick pay or vacation;
- (e) Improper recall of laid off employees.

Any grievance not presented and processed in strict accordance with all time limits established in this Article shall not be considered a grievance under this Agreement and the Employer and the Union need not consider or process the dispute in accordance with this Article.

Section 6. Grievance Procedure. Every effort shall be made to adjust all controversies and disagreements in an amicable manner between an employee and his supervisor. Should any grievance matter arise which cannot be resolved between the employee and his supervisor, the parties will resolve the problem through the following procedure:

Step I. The steward, and/or Local Union representative, shall make a formal written request to the Store Director or Store Director in Charge within the time limits established in Section 5 of this Article to discuss a grievance matter.

A conference between the steward and/or the aggrieved employee and a supervisor of the Unit will be held with reasonable promptness. A Union Representative from the Local Union may attend along with a representative from the Company's Human Resources staff if both parties deem it appropriate.

Any grievance matter resolved by the parties at Step I shall be considered non-precedent setting and without prejudice to the rights of the Employer or the Union in any further grievances that may arise.

Step II. Should the Union be dissatisfied with the Step I answer, a grievance form must be submitted to the Store Director, signed by the aggrieved employee and an accredited full-time representative and employee of the Union, within ten (10) days after the answer is given to the Step I conference.

The grievance form shall indicate: (1) a statement of the grievance and the violation(s) of the agreement alleged; and, (2) the remedy or correction requested. A meeting between an accredited full-time representative of the Union and the management of the Employer will be held within reasonable promptness.

Any grievance matter resolved by the parties at Step II shall be considered non-precedent setting and without prejudice to the rights of the Employer or the Union in any further grievances that may arise.

Section 7. Grievance Adjustment Board or Arbitration

- (a) Should the Union be dissatisfied with the Step II answer, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must give the Employer formal notice of its appeal to arbitration, in writing, within forty-five (45) days from the date the Step II answer was given.
- (b) The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union.
- (c) If the notice of appeal to arbitration is given the arbitrator shall be selected from the rotating panel of seven (7) to ten (10) arbitrators as listed in the letter of understanding dated April 26, 2000.

- (d) The parties agree that the Arbitrator and the arbitration shall be subject to the following:
1. The Arbitrator shall be empowered to rule only on grievances which involve the interpretation or application of this Agreement.
 2. The Arbitrator shall not have jurisdiction to add to, detract from, ignore, subtract from or modify any of the terms of this Agreement or written amendments hereof, or to substitute his discretion for that of any of the parties hereto. With respect to discipline or discharge grievances, the Arbitrator shall determine if discharge, discipline or the penalty invoked was for just cause and he shall have the authority to order back pay in whole or in part.
 3. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.
 4. The responsibility of the cost of the Arbitrator's fees shall be paid by the party against whom the judgment is rendered by the Arbitrator. It shall be the responsibility of the Arbitrator to declare which party is deemed to have lost and, therefore, is responsible for such costs. If the Arbitrator is unable to make such a determination, the cost will be shared equally by the parties.

Each party shall bear the cost of its own witnesses and representatives.
 5. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.
 6. The Arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the parties.

When arbitration has been requested, the parties may agree to present the grievance to the Grievance Adjustment Board. In order to present a grievance to the Grievance Adjustment Board, both parties must agree to utilize this process. The Grievance Adjustment Board shall consist of the Vice President of Human Relations of the Employer and/or his designee and the President of the Local Union and/or his designee and a neutral third party selected by the Employer and the Union. The neutral third party shall be selected by mutual agreement of the parties. Any costs incurred by the third party shall be shared equally by the parties. The parties may submit evidence, oral arguments, and witnesses at the Grievance Adjustment Hearing. Each member of the Grievance Adjustment Board shall have one (1) vote and upon majority vote the decision of the Grievance Adjustment Board shall be binding. This decision will be deemed to satisfy all parties' request to arbitrate the issue.

Section 8. The Employer shall have the right to discipline or discharge employees for just cause. Any questions surrounding discipline or discharge may be processed by the employee or the Union through the grievance procedure. Grievances concerning discharges shall proceed immediately to Step II of the grievance procedure. Employees shall, at their request, be entitled to Union representation during any disciplinary action and shall receive a copy of any written disciplinary notice.

Section 9. It is the intention of the contracting parties that, with the exception of those individual grievance privileges expressly set forth in this Agreement in the redress of alleged violations of this Agreement by the Employer, the Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit.

Subject to the individual rights expressly set forth in the grievance procedure of this Agreement, only the Union, through its properly designated representatives, shall have the right under arbitration procedures or in any judicial or adjudicatory forum to assert and process against the Employer a claimed violation of this Agreement.

Section 10. At any step in the grievance procedure, the Chief Executive Officer of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement to decline to process a grievance, complaint, difficulty or dispute, or further, if in the judgement of the Chief Executive Officer such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or had been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 11. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges, or necessary procedures under this Agreement, International Constitution and Local Union Bylaws, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

Article V - No Strike - No Lockout

Section 1. In view of the arbitration provision, the grievance procedure, and other provisions of this Agreement, the Union, its agents and members agree that individually and/or collectively, they will not engage in any strike, any interference with or interruption of the business, picketing, hand billing, or public announcements adverse to the Employer for the duration of this Agreement. Persons who authorize or engage in such action shall be subject to immediate discharge. The Employer will not engage in any lockout for the duration of this Agreement.

Section 2. In no event will the Union authorize its agents or members individually and/or collectively to engage in any strike directly or in sympathy with any other employees, withholding of services in whole or in part in connection with any secondary picketing or hand billing at any Meijer location.

Article VI - Seniority

Section 1. New employees shall be considered as probationary employees for their first ninety (90) calendar days of active service. There shall be no seniority among probationary employees. Probationary employees may be discharged at any time at the Employer's sole discretion, and the employee shall have no recourse through the Grievance Procedure. The Employer shall have no responsibility to recall or reemploy any probationary employee laid off or discharged during this probationary period. Seniority shall mean length of continuous service in the Meijer combination store and/or Distribution Center operation of the Employer and upon completion of the probationary period shall be dated from the first day worked.

Section 2. Seniority shall be of two types, full-time and part-time. Full-time seniority shall be convertible to part-time. Full-time seniority shall not accumulate during periods of part-time jobs and shall not be convertible to full-time seniority if a part-time employee becomes full-time. Part-time seniority shall not be lost by transfer to full-time work. Part-time employees shall not accumulate seniority over full-time employees. If two (2) employees have the same full-time seniority date, part-time seniority will determine who is more senior. When two (2) or more employees have the same seniority date, the most senior employee(s) will be determined by the lowest last four digits of their social security number.

When a part-time employee averages more than thirty-six (36) hours per week for two (2) consecutive individual accounting quarters in one (1) department, classification and in any single unit, he shall be awarded full-time status. Hours worked in replacement of an employee on Workers' Compensation or sickness, accident, or other approved leave, will not be considered in computing the thirty-six (36) hour average. Hours credited are those hours actually worked.

It is further understood that employees awarded such jobs must be fully available and will remain on such shift assignment in which their seniority allows until management determines an alternate shift is open on a full week and permanent basis. In the event of such an opening, the opening will be offered in line of seniority.

When a full-time employee averages less than thirty-six (36) hours per week for two (2) consecutive individual accounting quarters, he may be reclassified to part-time status. Hours credited are those hours actually worked. Hours paid as fringe time will be considered as hours worked for the computation of the thirty-six (36) hour average. Approved leave weeks will not be considered in computing the thirty-six (36) hour average.

Section 3. A regular employee's seniority shall be broken if he quits, if he is discharged for cause, if he fails to report for work for three (3) consecutive work days without notifying the Employer, or if an employee is laid off continuously for twelve (12) months. A regular employee's seniority shall be considered broken if he fails to report for work while on layoff within seven (7) calendar days after being notified to report unless extended by mutual agreement.

Section 4. Where there are open jobs for permanent full-time vacancies, the Employer will survey part-time employees in line of seniority, within the department, classification in that facility where the opening exists. The most senior employees indicating, in writing, a desire for the job in that department will receive the job, provided such employee is fully available and medically able for full-time work. The foregoing shall not apply to change in assignments within a job classification. However, in cases of the Meat Department, if a journeyman's job is not filled by the procedure

above, it will be offered to the most senior full-time apprentice meat cutter then to the most senior part-time apprentice meat cutter if they have the skill and ability to perform the job.

In the event there is no interest within the department and classification in that facility, the job will be posted for a seventy-two (72) hour period in that facility and the most senior part-time employee bidding within that unit and lines area where the full-time opening exists (hardlines, fashion area, foods, service) will receive the job.

If the job is not filled in accordance with the above, it will be posted for a seventy-two (72) hour period in that facility and the most senior part-time employee bidding within that facility will receive the job provided they are fully available for full-time work.

In the event no Distribution Center employee is awarded the posted full-time positions in the Distribution Centers, bargaining unit employees with more than three (3) years seniority from Stores #101, #102, #103, #106, #107, and #112 who have expressed their interest in writing to transfer to Tipp City, will be considered for such positions. Management will determine the appropriateness of transferring any employee to such positions.

An employee who transfers to a higher-rated classification shall receive the next higher rate from their existing rate in the new classification. After this rate adjustment, the employee will progress within the new classification after completion of the proper additional time interval in the new classification. An employee who transfers to a lower-rated classification shall be placed at the next lowest rate in the new lower-rated classification and will have their automatic review date reset.

Employees awarded jobs under this provision shall be given up to a ninety (90) day, but not less than thirty (30) day break in period to familiarize himself with the job duties by which time the employee will be required to perform the job at a satisfactory level. The employee, at his option may return to his original job anytime during the first thirty (30) day period. If, for justifiable reasons, the Employer feels an employee cannot perform the job at a satisfactory level, the employee shall be returned to his original job. The Employer may disqualify an employee from the award of a job, transfer, or promotion (including part-time to full-time) if the Employer demonstrates justifiable reasons why such employee should be disqualified.

Full-time employees with one (1) or more years of full-time seniority may indicate their interest in transferring to any full-time position within their store, by submitting and having a valid transfer request on file with the Store Director. The Employer will review such requests and may offer such transfers before the application of Section 4.

Section 5. Employees who receive full-time jobs will have full-time shifts consisting of afternoon and/or evening and/or early morning schedules. It is understood that these full-time openings will include Friday, Saturday, and Sunday work in most cases. Employees receiving full-time jobs under this section will remain on such weekly shift assignment until the Employer determines a permanent full-time opening exists on days. Once the Employer has made this determination, the full-time employees on afternoon and/or evening and/or early morning schedules will be surveyed in line of seniority by department and classification for the opening.

Section 6. An employee who is represented by the U.F.C.W. in Local 1099's jurisdiction who is transferred by the Employer from one facility to another shall retain past seniority and shall continue to accumulate seniority in the new facility. An employee who is transferred by the Employer within the operation shall retain past seniority and shall continue to accumulate in the new department.

Section 7. Promotional Opportunities. When management determines there is a part-time opening in the Cashier and Food Clerk classifications, consideration will be given to the most senior active part-time employee in the highest classification that has signified their interest in writing within the last six (6) months from the time of the opening, has one (1) year of active service, and has no disciplinary record, before hiring from the street.

Employees awarded jobs under this provision shall be given up to a ninety (90) day, but not less than thirty (30) day break in period to familiarize himself with the job duties by which time the employee will be required to perform the job at a satisfactory level. The employee, at his option may return to his original job anytime during the first thirty (30) day period. If, for justifiable reasons, the Employer feels an employee cannot perform the job at a satisfactory level, the employee shall be returned to his original job. The Employer may disqualify an employee from the award of a job, transfer, or promotion (including part-time to full-time) if the Employer demonstrates justifiable reasons why such employee should be disqualified.

Section 8. Any and all employees classified as full-time are required to be fully available for work on any day of the week, including but not limited to Friday, Saturday and/or Sunday. No applicant or full-time employee shall have the right to rely upon any representation to the contrary made during the application process or at any time during their employment.

Article VII - Layoff And Recall

Section 1. Layoffs. Layoffs for the purpose of this section shall mean the displacement of an employee for lack of work or other reasons that require reductions in the number of employees as determined solely by management. The Employer shall determine the number and type (full-time or part-time) of employees to be affected by a layoff.

Layoffs shall be made in inverse order of seniority at each facility by classification within department. The full-time employee affected by such a layoff shall be a full-time employee who can no longer be maximized up to forty (40) hours per week. Employees with one (1) year of seniority are entitled to one (1) week advance notice of layoff. This notice shall not apply to an employee who is bumped by a more senior employee who has been laid off. Following notification of layoff, employees with seniority may exercise their seniority in the following manner:

Full-time employees with more than one (1) year of seniority must:

- a. accept part-time hours within their department and classification and shall maintain full-time status until the end of the month following the month in which the layoff occurs, at which time, the employee shall be reclassified to part-time status with no recall rights to full-time.
- b. or bump the least senior employee within his classification and facility in his expanded department;
- c. or bump the least senior full-time employee in the next lower classification in his department (hourly rate commensurate with seniority);
- d. or accept a layoff to the street.

Full-time employees with less than one (1) year of full-time seniority will be reclassified to part-time status, and based on their seniority, will be given part-time layoff options.

Part-time employees with more than one (1) year of seniority must:

- a. bump the least senior employee within his classification and facility in his expanded department.
- b. or bump the least senior part-time employee in the next lower classification in his department (hourly rate commensurate with seniority);
- c. or accept a layoff to the street.

Expanded departments for the purpose of layoff are:

1. Grocery, Produce, Foods Night Stocking
2. General Merchandise, GM Night Stocking
3. Bakery, Food Service and Deli
4. Gas Station, HBC, Photo, Receiving, Planogram/Replenishment, Starbucks and all other departments will be treated as individual departments.

All employees exercising bumping rights under this section must be able to perform the duties necessary to the job function in order to displace another employee.

If requested to do so, the Employer will meet with the Union to discuss alternatives during an abnormal reduction in the work force or restructure at a facility.

Section 2. Recall. Once a decision is made to take a layoff to the street, the employee must await recall to their original classification, status, department and facility. The original classification, department, status, and facility is defined as that job the employee held when first affected by layoff. The Employer will recall in line of seniority by classification, status, department and facility.

Employees recalled, as provided in this section, will be required to report for work within the time limits specified in Article VI, Section 3, unless extended by agreement between the employee and the Employer.

Article VIII - Hours of Work

Section 1. In all payroll computations, the payroll week shall be a seven (7) day period beginning on Saturday midnight and ending on the following Saturday at midnight. However, a scheduled work week may overlap payroll weeks. The payroll week will be calculated separately from the scheduled work week.

Section 2. The Employer will post weekly work schedules by 3:00 p.m. on the Friday prior to the scheduled work week constructed by department(s). In constructing a weekly work schedule, the Employer will determine first the needs of the department based on the requirements of the business.

- (a) Full-time employees will regularly be scheduled and must be available for forty (40) hours per week (thirty-two (32) hours during a holiday week) excluding holiday hours with one (1) day off per week. (The foregoing is not to be construed as a forty (40) hour guarantee.)

The Employer agrees to offer at least eighty percent (80%) of the most senior full-time employees in each department, classification, and job assignment a minimum of forty (40) hours per scheduled work week. In cases where the application of this percentage results in a fraction, such fraction will not apply. The guarantee of this provision excludes holiday weeks and will not apply during a layoff situation.

- (b) All full-time and part-time employees must be available for weekend work. The parties agree to support a rotation concept for weekend scheduling of employees within their departments as business conditions permit.

During the week (Monday through Thursday), if requested, the Employer will endeavor to give full-time employees, by seniority, the same day off from week to week as business conditions permit.

In the event the application of this language results in unresolved concerns, the parties will meet and discuss those concerns in a timely fashion in an effort to resolve any outstanding issues.

- (c) There shall be no mandatory split shifts.
- (d) The posted straight time hours of full-time employees will be maximized up to forty (40) hours per week (thirty-two (32) hours during a holiday week) with one (1) day off per week.

The Employer will schedule a minimum of fifty percent (50%) of the most senior full-time employees by department, classification, and job assignment, their full-time work week in five (5) days, not necessarily consecutive, four (4) days during a holiday week, not necessarily consecutive unless the employee volunteers for an alternate schedule.

- (e) Part-time employees must be scheduled and must be available to work for a minimum of twelve (12) hours per week excluding holiday hours.

- (f) Nonrestricted part-time employees will be scheduled on a weekly basis within their classification, department and job assignment such that senior employees' weekly scheduled hours shall exceed or equal the weekly scheduled hours of junior part-time employees. An employee's scheduling limitations may affect the Company's ability to give that employee equal or more hours than less senior employees. Full-time and part-time employees in each department will be scheduled by job assignment grouping (e.g. cash office, U-Scan, service coordinator, guest convenience, paperwork processor, central salvage, order writer, etc.). In the event the work schedule is not believed to be in conformance with an employee's seniority and the other provisions of this Article, the employee shall have until Saturday, 3:00 p.m. to bring the matter to the department manager's attention so that adjustments can be made if needed. In the event the employee fails to bring the matter to the supervisor's attention by Saturday, 3:00 p.m., the schedule will be deemed acceptable and not subject to the grievance procedure.
- (g) The Employer will recognize seniority for preferential daily work shifts, (i.e., if there are starting times with the same number of consecutive hours on a scheduled day, but one (1) starting time is earlier in the day, the more senior employee will be given the earliest start time) by department, classification and job assignment. The obligation to schedule equal or more hours than less senior employees at the end of the week shall be the first consideration in case of conflicts and the Employer retains the right to designate the starting times of each employee's work day.
- (h) In the event the Employer schedules full-time employees or part-time employees ten (10) hour days, these schedules will be offered to volunteers in line of seniority by status, department, classification and job assignment grouping.
- (i) The employees referenced in Article VIII, Section 2, paragraph (f) will be scheduled according to the requirements of the job assignment but will not be scheduled more total hours than their seniority will allow.

Section 3. The Employer reserves the right to create new or expand and/or reduce the structure of departments for scheduling purposes as business conditions warrant.

Section 4. If additional hours which are not on the posted schedules become necessary, these additional hours will be offered in line of seniority within the department, and classification, first to available fulltime employees who are scheduled less than forty (40) hours then to available part-time employees up to forty (40) hours per week subject to the Employer's ability to contact those employees. To be eligible for such additional hours part-time employees must indicate, in writing, their availability for additional hours on a daily basis and submit their written availability for additional hours to the immediate supervisor by 3:00 p.m. on Saturday. It is understood that such additional hours must consist of at least the minimum call-in guarantee to be offered to off-duty employees. If additional work is less than the call-in guarantee, it will be offered by department, and classification in line of seniority and required in inverse order of seniority to employees at work. It is understood that employees must be qualified to do the work to be offered any such additional hours.

Section 5. The Employer retains the right to assign and adjust the hours and schedules to be worked by employees, and to achieve a reduction in hours worked by adjusting the schedule of active full and part-time employees, layoff of active employees, or any combination of the two according to the terms of this Agreement.

In order to be mandatory, the Employer must notify the employee of any schedule change if it occurs after 3:00 p.m. Saturday. In the event employees are sent home early within a department, this will first be offered to volunteers in line of seniority and required in inverse order of seniority by classification and job assignment within the group affected.

Section 6. Rest Periods.

- (a) Employees working six (6) hours or more in any one day shall receive two (2) uninterrupted fifteen (15) minute paid rest periods during that day; one rest period shall be scheduled in the first part of the work day and one rest period shall be scheduled in the second part of the work day.
- (b) Employees working at least three (3) hours but less than six (6) hours shall receive one (1) uninterrupted fifteen (15) minute paid rest period during such working period.

Section 7. Lunch Break. For each employee who is scheduled for more than a six (6) hour shift, thirty (30) minutes on the employee's own time shall be allowed for lunch on each working day. This lunch period shall not be scheduled until an employee has worked two and one-half (2 1/2) hours. The lunch period may be extended or waived by mutual agreement.

Section 8. Employees who are scheduled and report to work shall be guaranteed a minimum of three (3) hours work or pay in lieu thereof. This clause shall not apply when the Employer schedules employees for meetings, but employees will be paid for the time spent in meetings. The Employer may assign any work available.

Section 9. Overtime. Overtime work will be offered in line of seniority in the department by classification and job assignment and required in inverse order of seniority in the department by classification and job assignment to those available at work when such work is required. Nothing in this Agreement shall limit the Employer's right to require overtime work. Overtime shall not be paid more than once for the same hour of work. It is understood that employees must be qualified to do the work to be offered any such overtime hours.

Section 10. All employees are to receive one and one-half (1 1/2) times the regular hourly rate for all hours actually worked over forty (40) hours in any one week, or over eight (8) consecutive hours in any one shift but not both. Unpaid lunch breaks shall not be considered to break the consecutive hours and a break between shifts of less than five (5) hours shall not constitute a break in consecutive hours.

Employees who are scheduled to work ten (10) hour day(s) as part of their basic work week will receive the daily overtime rate for hours worked over ten (10) hours daily and forty (40) hours weekly.

In any week in which a paid holiday falls, any full-time employee who is mandatorily assigned to work a fifth day in addition to the holiday (or fourth day in the case of a ten (10) hour employee) will be paid time and one-half (1-1/2) his regular hourly rate for hours worked on this day unless the employee volunteers for such work.

Under no circumstances may an employee through any privileges set forth in this entire Agreement force the existence of any time and one-half hours.

There will be no pyramiding of overtime.

Section 11. Premium Hours. The Employer will survey full-time and part-time employees on a quarterly basis for purposes of indicating their desire for holiday work. Such work, when needed, will be scheduled in line of seniority by classification within each department and job assignment first to employees that indicated, in writing, a desire to work on holidays. It is understood that employees must be qualified to do the work to be offered any such premium hours.

It is understood that if a sufficient number of employees are not available on the basis of the survey, the Employer may require employees to work, in inverse order of seniority by department and classification.

- (a) Holidays - For work performed on a holiday as defined in this Agreement, permanent employees will receive one and one-half (1-1/2) times their basic hourly rate for hours actually worked on the holiday.

Section 12. These provisions shall not apply in circumstances beyond the control of the Employer, such as fire, flood, civil disturbance, power and equipment failure, or acts of God. If an employee is notified not to report before he leaves home, the Employer shall not be required to pay call-in pay. Same applies if the Employer attempts to notify an employee by last phone number or address on Employer records and it is incorrect due to change not recorded by employee.

Section 13. Employees shall perform any work which a manager may direct with the understanding that when an employee is assigned a job with a lesser rate, he will be entitled to his regular rate of pay unless he has been assigned to a lower rated job and desires to retain such job rather than accept layoff. If an employee is assigned to a higher rated job for a period of thirty (30) minutes or more, he will receive a premium of twenty-five (25¢) cents per hour for the time worked in that higher classification that day.

DAYTON WAGES

EFFECTIVE DATE:	<u>Ratification</u>	<u>04/24/2005</u>	<u>06/25/2006</u>	<u>08/26/2007</u>	<u>10/26/2008</u>
Job #100001 Utility Worker					
Start	5.55	5.65	5.75	5.85	5.95
Step 1	5.65	5.75	5.85	5.95	6.05
Step 2	5.75	5.85	5.95	6.05	6.15
Step 3	5.85	5.95	6.05	6.15	6.25
Step 4	5.95	6.05	6.15	6.25	6.35
Step 5	6.05	6.15	6.25	6.35	6.45
Step 6	6.15	6.25	6.35	6.45	6.55
Step 7	6.25	6.35	6.45	6.55	6.70
Step 8	6.35	6.45	6.55	6.70	7.10
Step 9	6.45	6.55	6.70	7.10	7.35
Step 10	6.55	6.70	7.10	7.35	7.65
Step 11	6.70	7.10	7.35	7.65	8.00
Step 12	7.10	7.35	7.65	8.00	8.45
Job #100005 Cashier					
Start	7.40	7.65	7.90	8.10	8.30
Step 1	7.65	7.90	8.10	8.30	8.55
Step 2	7.90	8.10	8.30	8.55	8.75
Step 3	8.10	8.30	8.55	8.75	9.00
Step 4	8.30	8.55	8.75	9.00	9.25
Step 5	8.55	8.75	9.00	9.25	9.50
Step 6	8.75	9.00	9.25	9.50	9.75
Step 7	9.00	9.25	9.50	9.75	10.00
Step 8	9.25	9.50	9.75	10.00	10.40
Step 9	9.50	9.75	10.00	10.40	10.65
Step 10	9.75	10.00	10.40	10.65	10.95
Step 11	10.00	10.40	10.65	10.95	11.30
Step 12	10.40	10.65	10.95	11.30	11.75

EFFECTIVE DATE:	<u>Ratification</u>	<u>04/24/2005</u>	<u>06/25/2006</u>	<u>08/26/2007</u>	<u>10/26/2008</u>
Job #100007 Food Clerk					
Start	7.90	8.20	8.50	8.75	9.00
Step 1	8.20	8.50	8.75	9.00	9.25
Step 2	8.50	8.75	9.00	9.25	9.60
Step 3	8.75	9.00	9.25	9.60	9.95
Step 4	9.00	9.25	9.60	9.95	10.30
Step 5	9.25	9.60	9.95	10.30	10.60
Step 6	9.60	9.95	10.30	10.60	10.90
Step 7	9.95	10.30	10.60	10.90	11.75
Step 8	10.30	10.60	10.90	11.75	12.15
Step 9	10.60	10.90	11.75	12.15	12.40
Step 10	10.90	11.75	12.15	12.40	12.70
Step 11	11.75	12.15	12.40	12.70	13.05
Step 12	12.15	12.40	12.70	13.05	13.50

Job #10000A Apprentice Meat Cutter

Start	8.45	8.70	9.05	9.45	9.75
Step 1	8.70	9.05	9.45	9.75	10.05
Step 2	9.05	9.45	9.75	10.05	10.35
Step 3	9.45	9.75	10.05	10.35	10.70
Step 4	9.75	10.05	10.35	10.70	11.05
Step 5	10.05	10.35	10.70	11.05	11.40
Step 6	10.35	10.70	11.05	11.40	11.85
Step 7	10.70	11.05	11.40	11.85	12.25
Step 8	11.05	11.40	11.85	12.25	12.65
Step 9	11.40	11.85	12.25	12.65	12.90
Step 10	11.85	12.25	12.65	12.90	13.20
Step 11	12.25	12.65	12.90	13.20	13.55
Step 12	12.65	12.90	13.20	13.55	14.00

EFFECTIVE DATE:	<u>Ratification</u>	<u>04/24/2005</u>	<u>06/25/2006</u>	<u>08/26/2007</u>	<u>10/26/2008</u>
Job #10000B Journeyman Meat Cutter					
Start	10.30	10.60	10.95	11.30	11.80
Step 1	10.60	10.95	11.30	11.80	12.15
Step 2	10.95	11.30	11.80	12.15	12.50
Step 3	11.30	11.80	12.15	12.50	12.90
Step 4	11.80	12.15	12.50	12.90	13.30
Step 5	12.15	12.50	12.90	13.30	13.75
Step 6	12.50	12.90	13.30	13.75	14.25
Step 7	12.90	13.30	13.75	14.25	14.75
Step 8	13.30	13.75	14.25	14.75	15.15
Step 9	13.75	14.25	14.75	15.15	15.40
Step 10	14.25	14.75	15.15	15.40	15.70
Step 11	14.75	15.15	15.40	15.70	16.05
Step 12	15.15	15.40	15.70	16.05	16.50
Job #100010 Cake Decorator					
Start	6.80	6.95	7.10	7.25	7.45
Step 1	6.95	7.10	7.25	7.45	7.65
Step 2	7.10	7.25	7.45	7.65	7.85
Step 3	7.25	7.45	7.65	7.85	8.00
Step 4	7.45	7.65	7.85	8.00	8.20
Step 5	7.65	7.85	8.00	8.20	8.40
Step 6	7.85	8.00	8.20	8.40	8.65
Step 7	8.00	8.20	8.40	8.65	8.90
Step 8	8.20	8.40	8.65	8.90	9.30
Step 9	8.40	8.65	8.90	9.30	9.55
Step 10	8.65	8.90	9.30	9.55	9.85
Step 11	8.90	9.30	9.55	9.85	10.20
Step 12	9.30	9.55	9.85	10.20	10.65
Job #100009 Specialty Clerk					
Start	6.70	6.85	7.00	7.15	7.30
Step 1	6.85	7.00	7.15	7.30	7.45
Step 2	7.00	7.15	7.30	7.45	7.60
Step 3	7.15	7.30	7.45	7.60	7.80
Step 4	7.30	7.45	7.60	7.80	7.95
Step 5	7.45	7.60	7.80	7.95	8.15
Step 6	7.60	7.80	7.95	8.15	8.40
Step 7	7.80	7.95	8.15	8.40	8.70
Step 8	7.95	8.15	8.40	8.70	9.10
Step 9	8.15	8.40	8.70	9.10	9.35
Step 10	8.40	8.70	9.10	9.35	9.65
Step 11	8.70	9.10	9.35	9.65	10.00
Step 12	9.10	9.35	9.65	10.00	10.45

EFFECTIVE DATE:	<u>Ratification</u>	<u>04/24/2005</u>	<u>06/25/2006</u>	<u>08/26/2007</u>	<u>10/26/2008</u>
Job #100003 Clerk					
Start	6.70	6.85	7.00	7.15	7.30
Step 1	6.85	7.00	7.15	7.30	7.45
Step 2	7.00	7.15	7.30	7.45	7.60
Step 3	7.15	7.30	7.45	7.60	7.80
Step 4	7.30	7.45	7.60	7.80	7.95
Step 5	7.45	7.60	7.80	7.95	8.15
Step 6	7.60	7.80	7.95	8.15	8.40
Step 7	7.80	7.95	8.15	8.40	8.70
Step 8	7.95	8.15	8.40	8.70	9.10
Step 9	8.15	8.40	8.70	9.10	9.35
Step 10	8.40	8.70	9.10	9.35	9.65
Step 11	8.70	9.10	9.35	9.65	10.00
Step 12	9.10	9.35	9.65	10.00	10.45

For employees hired prior to ratification, each step represents a 6 month increment for wage progression.

For employees hired on or after ratification, each step represents a 9 month increment for wage progression.

Employees hired on or after Ratification will remain in the Ratification wage schedule and in no case will an employee exceed the top rate listed in the Ratification wage schedule.

Employees in jobs #100003 and #100009 hired on or after the effective date of this Agreement will start at \$6.20 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

Employees in job #100010 hired on or after the effective date of this Agreement will start at \$6.55 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

Employees in job #100005 hired on or after the effective date of this Agreement will start at \$6.65 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

Employees in job #100007 hired on or after the effective date of this Agreement will start at \$6.90 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

Employees in job #10000A hired on or after the effective date of this Agreement will start at \$7.45 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

Employees in job #10000B hired on or after the effective date of this Agreement will start at \$9.30 and receive a 25¢ increase for every 9 months worked until they reach the starting rate in their classification at which time each step represents a 9 month increment for wage progression.

On the effective date of this Agreement, employees who are not at the top rate in their classification will receive three (3) months time towards their next scheduled increase. If the application of this time results in an increase and the employee has not reached the top rate in their classification, any remaining time will be carried over to be used toward the next increase.

It is understood that the step increases listed in the wage progression will be effective the Sunday following the completion of the time specified. All other contract rate adjustments for time in classification rate increases called for in the Agreement will occur on the following week's pay period if an adjustment falls on a Thursday, Friday, or Saturday.

Employees moving from the Ratification wage schedule to the 04/24/2005 wage schedule, from the 04/24/2005 wage schedule to the 06/25/2006 wage schedule, from the 06/25/2006 wage schedule to the 08/26/2007 wage schedule, and from 08/26/2007 wage schedule to 10/26/2008 wage schedule will remain at their current rate and will not have their hours reset until reaching the top rate in that classification.

Special aptitude and/or competitive conditions may be recognized by the Employer in hiring and/or advancing employees at a rate faster than shown in the wage schedules. However, an employee's rate will not exceed the top rate negotiated for the employee's classification.

An employee who transfers to a higher classification shall receive the next higher rate from their existing rate in the new classification. After this rate adjustment, the employee will have their time set to zero and begin accumulating time in the new classification.

If ratified by April 25, 2004, wages will be paid retroactive back to expiration to employees hired prior to the effective date of this Agreement. To be eligible, employees must be active on the date the payment is made.

Article X - Employee Benefits

10.1 Health Benefit Coverage

A. Available Health Plans. The Employer shall make available health coverage to eligible employees, pursuant to such insurance plans and self-insured plans presently in effect or pursuant to any plan the Employer may adopt in the future. Each employee who participates in any of these Health Plans is entitled to receive a Summary Plan Description (or Plan Document) of the Plan(s) elected.

1. Prior to April 1, 2005, the Health Plans available and the weekly contribution rates required for such coverage are the Plans and the contribution rates in effect prior to this Agreement as defined in the 2000 to 2004 Agreement.
2. Effective April 1, 2005, the Health Plans available to eligible employees will include one or more of the plans listed below.
 - a. The Comprehensive Health Plan (CHP) including Prescription Drug (Rx) Coverage.
 - b. The Primary Care Medical Plan (PCMP) that provides coverage for specified Primary Care Services plus Diagnostic Testing, and Prescription Drug Coverage for Generic drugs.
 - c. A comprehensive Major Medical Plan (MMP) providing extended medical benefits and additional Prescription Drug coverage. The MMP may only be elected in conjunction with the PCMP.
 - d. A Dental/Optical Plan.
 - e. A Health Flexible Spending Account (Health FSA) pursuant to Section 125 of the Internal Revenue Code, which allows pre-tax payment of qualified health care expenses.

The Health Plans listed above will have benefit coverage levels at least equal to those described in this Section 10.1.

3. In addition to the Plans listed in subsection 10.1A2 above, the Employer may make available to employees various other Medical Plan alternatives such as HMOs, as selected by the Employer, for the purpose of providing a choice of Medical Plans. The Union will be notified of the Alternative Medical Plans selected by the Employer. Upon request, the Union will be permitted to review the coverage provided by each of the Alternative Medical Plans prior to making participation in such Plans available to the employees. The Employer will not offer to employees an Alternative Medical Plan that has not been approved by the Union.

Employees electing coverage under the CHP will have Rx coverage as described in subsection 10.1J1b. Employees electing coverage under an HMO or other Alternative Medical Plan will have Rx coverage as provided by the Alternative Medical Plan pursuant to the Employer's coverage contract with that Plan; or, at the Employer's discretion, Rx coverage will be provided by the Employer as described in subsection 10.1J1b, rather than by the Alternative Medical Plan. Employees electing coverage under the PCMP and the MMP will have coverage for prescription drugs only as provided under those Plans.

B. Enrollment. The following requirements and procedures will apply to enrollment into the available Health Plans listed above.

1. An eligible employee who wishes to participate in any of the available Health Plans, may only begin participation on the effective date of coverage after the completion of the eligibility service requirement (as defined in subsections 10.1D and E) and the minimum average weekly hours requirement (as defined in subsections 10.1F). Also, the employee may only begin participation if the employee or the employee and selected eligible dependents are properly enrolled by notifying the Employer or the designated administrator of the Plan on a timely basis, using the appropriate form available from the Employer. Except when noted differently, this form must be received thirty (30) days in advance of the effective date of coverage. This form must be accurately completed including all authorizing signatures in order for the enrollment to be valid and the coverage to be effective.
2. Participation will only begin on the planned effective date if the employee is on active status, or has been placed on a Leave of Absence, which qualifies as covered under the Family and Medical Leave Act of 1993. If the employee is away from work for any other reason, participation will not begin until the employee has returned to active service and is eligible to participate as described above. These participation requirements apply to initial coverage following enrollment and to any reinstatement of coverage or subsequent enrollment following a break in coverage.
3. The enrollment period for coverage under each of the Health Plans offered by the Employer is for one Plan Year beginning on April 1 and ending on March 31. Each employee eligible for health coverage will have an opportunity each Plan Year (the annual Open Enrollment period in February) to make an election as to which available Health Plan and employee/dependent coverage category will apply during the next Plan Year (April 1 through March 31). A new employee can make this election at the time of the initial enrollment as described above, and the election shall apply until the end of the Plan Year (March 31). Coverage will be effective on the first day of the Plan Year (April 1) following the Open Enrollment Period.

4. An employee can revoke an election and make a new election for the remaining portion of the Plan Year(s) only if both the revocation and the new election are on account of and consistent with a change in the family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of a child, loss of other coverage, etc.) and the new election is made within thirty (30) days of the family status change.

- C. Dependent Coverage. A regular full-time employee who is eligible and elects to participate in health coverage (a Medical Plan and/or the Dental/Optical Plan) may include coverage for one or more of his eligible dependents. A part-time employee who is eligible to participate in health coverage may elect coverage for himself only.

The dependents of a full-time employee who may participate in the available Health Plans are the employee's eligible spouse and children. For the purposes of the available Medical Plans (the CHP, any CHP Alternative Medical Plan, and the PCMP), an eligible spouse is the employee's legally married wife or husband who is not eligible for coverage under a Medical Plan that is available from his/her (the spouse's) Employer. For the purposes of the Dental / Optical Plan and the Health FSA, an eligible spouse is the employee's legally married wife or husband. For the purposes of all of the available Health Plans (the Medical Plans, the Dental / Optical Plan, and the Health FSA, eligible dependent children are the employee's unmarried children who are not regularly employed on a full-time basis. Such children may continue to be covered as dependents until the end of the year in which they turn 19 years of age. Additional definition and coverage rules applicable to dependent coverage is contained in and controlled by the Summary Plan Description and Plan Document of the Plan elected.

- D. Service Eligibility Requirements - Hired Before Ratification. Effective April 1, 2005, regular part-time and full-time employees hired prior to April 25, 2004 must satisfy the applicable service eligibility requirement to be eligible to participate in any of the available Health Plans as defined in subsections 10.1D1, 2, 3, 4, and 5.

1. Full-time employees will become eligible to participate in the CHP / Rx coverage on the first day of the calendar month following three (3) months of service. Full-time employees may elect coverage for themselves or for themselves and their eligible dependents.
2. Part-time employees will become eligible to participate in the CHP / Rx coverage on the first day of the calendar month following six (6) months of service. Part-time employees may elect coverage for themselves only. However, only those part-time employees who are participating in the CHP as of April 1, 2005 (or a CHP Alternative Medical Plan as described in subsection 10.1D3 below), will be able to continue their participation in the CHP or the Alternative Medical Plan. After April 1, 2005, part-time

employees who are not current participants in the CHP or an Alternative Medical Plan, or who discontinue their participation for any reason, will not be eligible to subsequently enroll / participate in these Plans as a part-time employee. These part-time employees will be able to participate in the PCMP or the PCMP/MMP as described below.

As of April 1, 2005, or during a subsequent Open Enrollment Period, part-time employees may enroll in the PCMP or the PCMP/MMP. These additional Medical Plans are available and the Employer contribution to the cost of this coverage will be made in accordance with subsections 10.1J2b(1) and 10.1J3b(1).

3. Alternative Medical Plans (such as HMO Plans that are offered by the Employer) may be elected as an alternative to the CHP on the first day of the Plan Year following twenty-four (24) months of service. However, on and after April 1, 2005, only those part-time employees who are participating in the CHP (or a CHP Alternative Medical Plan), will be able to continue their participation in either of these Plans.
4. Full-time and part-time employees are eligible for coverage under the Dental/Optical Plan on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Full-time employees may elect coverage for themselves or for themselves and their eligible dependents. Part-time employees may elect coverage for themselves only. However, only those part-time employees who are participating in the Dental/Optical Plan as of April 1, 2005, will be able to continue their participation in this Plan. After April 1, 2005, part-time employees who are not current participants in the Dental/Optical Plan, or who discontinue their participation for any reason, will not be eligible to subsequently enroll / participate in this Plan as a part-time employee.
5. Full-time and part-time employees, who are eligible to enroll in the CHP or the Dental/Optical Plan, will also be eligible to enroll and participate in the Health FSA as of the first day of the Plan Year (April 1).

E. Service Eligibility Requirements - Hired On / After Ratification. Regular full-time and part-time employees hired on or after April 25, 2004, must satisfy the applicable service eligibility requirement to be eligible to participate in any of the available Health Plans as defined in subsections 10.1 E 1, 2, 3, 4, and 5.

1. Full-time employees will become eligible to participate in the CHP on the first day of the Plan Year (April 1) following six (6) months of service. Effective April 1, 2005, full-time employees may participate in the PCMP during the CHP eligibility waiting period. However, in order to participate in the PCMP, a full-time employee must enroll in accordance with the requirements described in subsection 10.1E2 below. Full-time employees who enroll in any

of the Medical Plans available may elect coverage for themselves or for themselves and their eligible dependents.

At the end of the CHP eligibility waiting period, full-time employees may not enroll or continue to participate in the PCMP. Full-time employees must enroll in the CHP (or a CHP Alternative Medical Plan) in order to continue participation in a Medical / Prescription Drug Plan. Full-time employees who do not enroll in the CHP (or CHP Alternative Medical Plan) will not have Medical or Prescription Drug coverage.

2. Part-time employees (and full-time employees) will become eligible to participate in the PCMP on the first day of the month following the receipt and processing of their completed enrollment information by the Plan Administrator, provided this enrollment information was returned within the first 45 days of employment. Part-time employees may also enroll during a subsequent Open Enrollment Period with coverage beginning on April 1. Full-time employees may only enroll during a subsequent Open Enrollment Period, if they are not eligible to enroll in the CHP.

On the first day of the Plan Year (April 1) following twenty-four (24) months of service, part-time employees who are enrolled in the PCMP, and have satisfied the annual minimum average weekly hours requirements, as described in subsection 10.1F1, will be eligible for the Employer's contribution, as described in subsection 10.1J2b(3).

On the first day of the Plan Year following thirty-six (36) months of service, part-time employees who are enrolled in the PCMP, and have satisfied the annual minimum average weekly hours requirements, as described in subsection 10.1F1, will be eligible to enroll in the MMP, which includes the Employer's contribution, as described in subsection 10.1J3b(3).

Part-time employees may elect coverage for themselves only.

3. Alternative Medical Plans (such as HMO Plans that are offered by the Employer) may be elected by full-time employees as an alternative to the CHP on the first day of the Plan Year following twenty-four (24) months of service.
4. Full-time employees are eligible for coverage under the Dental/Optical Plan on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Full-time employees may elect coverage for themselves and their eligible dependents.
5. Full-time employees, who are eligible to enroll in the CHP or the Dental/Optical Plan, will also be eligible to enroll and participate in the Health FSA, as of the first day of the Plan Year (April 1). Part-time employees, who are eligible to enroll in the PCMP and qualify for Employer contributions, will also be eligible

to enroll and participate in the Health FSA as of the first day of the Plan Year (April 1).

F. Average Weekly Hours Requirements.

1. Effective April 1, 2005, an employee must also satisfy an annual minimum average hours worked per week requirement to enroll in and qualify for Employer contributions for the CHP, a CHP Alternative Medical Plan (such as an HMO offered by the Employer), the MMP, and/or the Dental/Optical Plan. Part-time employees may enroll in the PCMP without meeting this requirement, but will not be eligible for the Employer's contribution for the cost of this coverage. The minimum average weekly hours requirements are listed below:

Full-time employees	36 hours / week*
Part-time employees	24 hours / week

*As defined in subsection 10.1 F 4 below.

The minimum average weekly hours requirements for enrollment and/or eligibility for Employer contributions is calculated by taking an employee's total Active Service Hours (ASHs) paid for actual work, Paid Days Off, Holiday pay, Jury Duty Pay, and Bereavement Leave pay and dividing these total hours by the number of the employee's Active Service Weeks (ASWs) during the previous payroll calendar year. An ASW is any week for which an employee receives pay as described above.

2. Employees must also maintain the minimum average weekly hours requirement to continue their participation in these Health Plans. Employees participating in and qualifying for Employer contributions for any of the available Health Plans will have their average weekly hours computed at the end of each Payroll accounting quarter. This will be computed by taking the total (ASHs) paid during the Payroll accounting quarter for actual work, Paid Days Off, Holiday pay, Jury Duty pay, and Bereavement Leave pay and dividing these total hours by the number of the employee's ASWs during the Payroll accounting quarter.
3. Employees who do not maintain the minimum average weekly hours requirement during two (2) consecutive Payroll accounting quarters will not qualify for Employer contributions for health coverage and will be subject to a cancellation of coverage on the last day of the month in which the second consecutive quarter with insufficient hours ends. Employees losing coverage as a result of this provision may become eligible for coverage again on the first day of the month following the completion of one accounting quarter during which

the employee has maintained the required minimum average weekly hours, provided the employee is on active status on that date.

4. The minimum hours requirement for the health coverage that is applicable to full-time employees is based on the hours requirement to maintain full-time status as defined in Section 6.2 of this Agreement. Therefore, while an employee is in a full-time status pursuant to Section 6.2, the minimum average hours requirement is satisfied for the purposes of eligibility for Health Plans, the coverage available to full time employees, and the continuation of that coverage. Employees who lose the coverage that is available to full-time employees, because they have lost full-time status, will become eligible for such coverage again on the first day of the month following a return to full time status.
5. Employees who have had health coverage canceled because the minimum average weekly hours requirements were not maintained as defined in this subsection 10.1F, may reinstate their coverage, without lapse, pursuant to the COBRA guidelines for continuation of coverage, as described in subsection 10.1I. Employees who want to continue coverage under this provision must provide timely notification to the Employer of their intent to continue coverage and must make timely payments of the COBRA premiums, as defined under Federal COBRA legislation and regulations. The duration of continuation coverage will also be consistent with the Federal COBRA law.

- G. Contribution Requirements. The employee's weekly pre-tax contribution required for participation is determined by the established cost of the Plan and the employee/dependent coverage category elected, less the amount the Employer will contribute to the cost of this coverage, as described in subsection 10.1J1c, 10.1J2b, 10.1J3b, and 10.1J4b.

The cost of the various plans have been established on the basis of the actual cost experience of previous claims, adjusted by an actuarial projection of future claims and costs, the benefit coverage levels provided, plus administration expenses. The established cost for some of the plans (such as an HMO or other Alternative Medical Plans) is the actual insurance premium charged for the coverage.

- H. Termination of Coverage. Health coverage under any of the Health Plans available from the Employer will terminate as follows:
1. If an employee fails to make the required contributions to the cost of any of the Health Plans elected, coverage will terminate as of the last day of the calendar month for which all required contributions were made.
 2. If an employee fails to maintain the required minimum average weekly hours, coverage will terminate as described in subsection 10.1 F.

3. If the employee retires and is eligible for a normal or early retirement benefit, health coverage will terminate on the last day of the calendar month prior to the month in which the employee's retirement benefits could begin.
4. If the employee terminates because of his death, and if he had dependent health coverage, such dependent coverage will terminate on the last day of the calendar month following the month in which the employee died.
5. If the employee's employment is terminated on any other basis, health coverage will terminate on the last day the employee works prior to such termination of employment. This date will not be extended by any paid days off.

An employee whose coverage terminates for any reason is to return all Health Benefits Identification cards to the Employer immediately. In addition, if an employee owes the Employer any amount for unpaid employee contributions toward health coverage, for benefits paid in error, or for any other reason, the Employer may deduct such amount owed by the employee from the employee's accrued unpaid wages and benefits.

- I. Continuation of Health Coverage during Leaves / Layoff. The following rules apply to an employee on an approved leave of absence or layoff who was a participant in a Health Plan as of the date of the leave or layoff:
 1. The Employer contribution to health coverage which is not financed by employee pre-tax contributions shall continue to be made until the end of the month following the month in which the approved leave or layoff begins, provided the employee contributions are made on a timely basis.
 2. If the employee is on an approved leave which qualifies as covered under the Family and Medical Leave Act of 1993, the Employer contribution described in subsection 10.III (above) will continue as required by this Act.
 3. When continuation of Employer contributions for health coverage are no longer required under the terms of the Family and Medical Leave Act, the employee may elect coverage at his expense pursuant to the applicable requirements as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
 4. If the employee's weekly pre-tax contributions are not made because of an absence of wages during a layoff or leave, the employee may purchase coverage in the plan on an after tax basis. To the extent that the Employer contributions are provided as described in subsections 10.III and 2, the required employee contribution will be equal in amount to the pre-tax contributions made by the employee before the layoff or leave. After the period in which the Employer

contributions are provided, the required employee contribution will be the total cost of coverage for the plans elected, as defined under COBRA. This coverage may continue for the duration of the period required by COBRA, provided the employee remains eligible for such coverage as defined by the COBRA law.

5. An employee on an approved leave of absence or layoff, who has continued his health coverage by paying the full monthly cost in advance or whose coverage has stopped, will be eligible for reinstatement of Employer contributions for such coverage as of the first day of the calendar month following the day the employee returns to work, so long as the employee is otherwise eligible for such benefits and is on active status. The employee's pre-tax contributions shall resume as of the first day of the calendar month following the date the employee returns to work. Pursuant to the FMLA, an employee on a qualified FMLA Leave will be provided with reinstatement of health coverage upon the employee's timely return to work as required by this Act.

- J. Health Plan Benefit Schedules, Contribution Schedules, and Summary Information. Summary information for each of the Health Plans available to eligible employees as of April 1, 2005, is provided in this subsection 10.1J. This includes the Benefit Schedules (or coverage summary) and Contribution Requirements applicable to each Plan. Each of the Plans will operate on the basis of a Plan Year which begins on April 1 and ends on the following March 31.

1. Comprehensive Health Plan (CHP) with Prescription Drug (Rx) Coverage.

- a. Coverage Summary:

The CHP makes available to participants a Preferred Provider Network. When participants use such Preferred Providers (In-Network) for covered services, the benefits payable under the Plan are enhanced according to the "In-Network Payment Formula." When participants use providers who are not designated as Preferred Providers under the Plan (Out-of-Network), covered services will be paid according to the "Out-of-Network Payment Formula" which provides a lesser benefit. The In-Network and Out-of-Network Payment Formulas and other benefit features are described in the CHP Coverage Summary:

CHP Coverage Summary

	In-Network Payment Formula (Effective 4-1-2005)	Out-of-Network Payment Formula (Effective 4-1-2005)
Plan Year Deductible	\$250 per person \$500 per family	\$500 per person \$1,000 per family
Plan Coinsurance Payment Percentage	80 % of Reasonable and Available Charges (R&A)	60% of Reasonable and Available Charges (R&A)
Plan Year Maximum Co-Payment	\$1,500 per person \$3,000 per family	\$3,000 per person \$6,000 per family
Physician Office Visit Co-Pay	\$20.00	Applied to Out-of-Network Payment Formula
Urgent Care Co-Pay	\$35.00	Applied to Out-of-Network Payment Formula
Emergency Room Co-Pay	Applied to In-Network Payment Formula	Applied to Out-of-Network Payment Formula
Plan Year Maximum	\$500,000 per person	\$250,000 per person
Lifetime Maximum	\$1,000,000 per person	\$500,000 per person
Alcohol/Substance Abuse Lifetime Maximum	\$10,000 per person	\$10,000 per person

The following Wellness / Preventive Services are covered according to the In-Network / Out-of-Network Payment Formulas, but have enhanced coverage provisions as listed below.

<u>Wellness / Preventive Services</u>	<u>In-Network Payment Formula (Effective 4-1-2005)</u>	<u>Out-of-Network Payment Formula (Effective 4-1-2005)</u>
Routine exams / well care	Plan Year Deductible is waived	Plan Year Deductible is waived
Preventive Immunizations		
Health Screens:		
Pap Smear	80% of Reasonable and Available Charges (R&A) up to a maximum of	60% of Reasonable and Available Charges (R&A) up to a maximum of
Mammogram		
Prostate exam	\$1,000 / person / Plan Year	\$500 / person / Plan Year
Sigmoidoscopy		
Colonoscopy		

The following services are covered according to the In-Network / Out-of-Network Payment Formulas, but have enhanced coverage provisions as listed below.

	<u>After Plan Year Deductible: 80% of Reasonable and Available Charges (R&A)</u>	<u>After Plan Year Deductible: 60% of Reasonable and Available Charges (R&A)</u>
Convalescent Hospitalization (Skilled Nursing Facility)	60 days / Plan Year	60 days / Plan Year
Extended Home Health Care	40 visits / Plan Year	40 visits / Plan Year
Mental Health Services		
Inpatient	30 days / Plan Year	30 days / Plan Year
Outpatient	24 visits / Plan Year	24 visits / Plan Year
Inpatient / Outpatient Alcohol / Substance Abuse	One Treatment Program Per Plan Year	One Treatment Program Per Plan Year
Chiropractic Care	\$750 Maximum / Plan Year	\$750 Maximum / Plan Year
Non-surgical Foot Care	\$750 / Plan Year	\$750 / Plan Year
Treatment related to TMJ	\$1,000 / Plan Year	\$1,000 / Plan Year

b. Prescription Drug (Rx) Coverage

Employees who participate in medical coverage through the CHP are also covered for prescription drug expenses as defined below. In the case of employees who have elected coverage under an Alternative Medical Plan, but that Plan does not provide Prescription Drug coverage in accordance with the Plan's existing contract with the Employer, this Rx coverage will be provided as described in this subsection 10.1J1b. Coverage applies to any eligible dependents covered with the employee under this Plan.

- (1) The co-pay amount for each prescription or refill will be based on a percentage of the Plan's cost for the drug, subject to certain "minimum" and "maximum" dollar amounts. The applicable percentage of cost, minimum dollar amount, and maximum dollar amount are different for Generic Drugs, Formulary Brand Name Drugs, and Non-Formulary Brand Name Drugs as listed on the Rx Coverage Benefit Schedule displayed at the end of this subsection 10.1J1b. For the purpose of this Rx Coverage, drugs will be classified as Generic, Formulary Brand Name, or Non-Formulary Brand Name based on the determination of the Pharmacy Benefit Manager (PBM) vendor designated by the Plan for prescription claim processing and management.
- (2) The maximum supply that may be dispensed under the Plan for each prescription or refill is described below:
 - (a) not more than a 30 day supply for all covered prescription drugs unless specifically listed on the Plan's Maintenance Drug List
 - (b) not more than a 90 day supply for drugs that have been placed on the Plan's Maintenance Drug list
 - (c) the supply may not exceed the amount prescribed by the Physician
 - (d) the supply may not exceed manufacturer's maximum dispensing recommendation / safety tested dispensing limits
 - (e) other specific limitations per drug as defined in the Plan Document.
- (3) Cosmetic Drugs, drugs that are prescribed for cosmetic purposes, or any drug that is not medically necessary, is not covered by this Prescription Drug Benefit.
- (4) The "Maximum Out Of Pocket" (MOOP) amount of co-pay expense incurred under this Prescription Drug Benefit will be limited to \$1,200 / Person / Plan Year. The MOOP does not apply to co-pay expenses for Non-Formulary Drugs, Lifestyle Drugs, or drugs prescribed for infertility or weight loss. The MOOP also does not apply to expenses incurred for Brand Name Drugs when there is a Generic substitute available, or for any prescription drugs that are not covered by the Plan.

- (5) There is not a maximum dollar amount (Maximum Benefit Amount) that is payable during each Plan Year or per Lifetime.
- (6) A Prescription Drug Card will be issued and can be used at Meijer Pharmacies. If any other pharmacy is used, a reimbursement claim form is available. However, the Plan will not pay more than what the cost of the drug would have been if dispensed (purchased) from a Meijer Pharmacy, minus the applicable co-pay amount.

Rx Coverage Benefit Schedule

	<u>Generic</u>	<u>Brand (Formulary)</u>	<u>Brand (Non-Formulary)</u>
Co-pay Percentage	10%	20%	50%
Minimum Co-pay	\$10.00	\$20.00	\$35.00
Maximum Co-pay	\$30.00	\$60.00	\$100.00
Minimum Brand Co-pay (when Generic Not Available)	NA	\$20.00	\$35.00
Maximum Brand Co-pay (when Generic Not Available)	NA	\$60.00	\$100.00
Minimum Brand Co-pay (when Generic is Available)	NA	The Generic Co-pay plus the difference between the Generic cost and the Brand cost as determined by the PBM processor. *	
Maximum Brand Co-pay (when Generic is Available)	NA	The Maximum Co-pay Does Not Apply	
Co-pay Percentage for:			
Infertility			
Weight Loss	50%	50%	50%
LifeStyle			
Minimum Co-pay	\$10.00	\$20.00	\$35.00
Maximum Co-pay		The Maximum Co-pay Does Not Apply	

*Prescription claims are processed by a Pharmacy Benefit Manager (PBM) vendor who will calculate the applicable difference in cost between the Brand Drug dispensed and a Generic substitute cost.

c. Employer / Employee Contributions:

- (1) The required contribution for full-time or part-time employees, hired prior to April 25, 2004, who are participating in the CHP / Rx coverage, will be the percentage of the established cost of the Plan for each of the Plan Years as listed on the following chart:

	<u>Employee Coverage</u>	<u>Dependent Coverage (FT only)</u>
Effective 4 / 01 / 2005 (Plan Year 2005—2006)	23% of cost	33% of cost
Effective 4 / 01 / 2006 (Plan Year 2006—2007)	24% of cost	34% of cost
Effective 4 / 01 / 2007 (Plan Year 2007—2008)	25% of cost	35% of cost
Effective 4 / 01 / 2008 (Plan Year 2008—2009 and after)	30% of cost	40% of cost

- (2) The required contribution for full-time employees, hired on or after April 25, 2004, who are participating in the CHP / Rx coverage, will be the percentage of the established cost of the Plan for each of the Plan Years as listed on the following chart:

	<u>Employee Coverage</u>	<u>Dependent Coverage (FT Only)</u>
Effective 4 / 01 / 2005 (Plan Year 2005—2006 and after)	30% of cost	40% of cost

- (3) For employees who are eligible and elect coverage in an Alternative Medical Plan with Rx coverage, rather than the CHP with Rx coverage, the Employer's contribution requirement will be the same amount that would have been contributed for coverage in the CHP / Rx (equal dollar funding). The employee's required contribution to the cost of the Alternative Medical

Plan / Rx elected will be the difference between the Employer's contribution and total cost of the coverage elected in the Alternative Medical Plan / Rx.

- (4) Notwithstanding the above provisions, it is the policy of the Employer that any employee participating in a Medical Plan offered by the Employer shall contribute on a weekly basis to the cost of the coverage of the plan elected. Therefore, the employee contribution for an Alternative Medical Plan / Rx shall not be less than fifty percent (50%) of the amount the employee is required to contribute for participation in the Comprehensive Health Plan / Rx.

2. Primary Care Medical Plan (PCMP)

a. Coverage Summary:

The Employer will make available to eligible employees a Primary Care Medical Plan that provides coverage for physician office visits, urgent care, emergency room services, diagnostic services, accidental expense benefits, and prescription drug coverage for generic drugs. Prior to each annual open enrollment that precedes April 1, the employer will provide a summary of the coverage to the Union for review. The plan design will be structured to balance affordability with coverage levels.

b. Employer / Employee Contributions:

- (1) For part-time employees hired prior to April 25, 2004, who have met all the eligibility requirements to qualify for Employer contributions, as defined in subsections 10.1D2 and 10.1F, the Employer will contribute \$25.00 / month to the cost of this coverage. The employee's required contribution to participate is equal to the difference between the Employer's contribution and the total cost of the Plan.
- (2) Full-time and part-time employees hired on or after April 25, 2004, who enroll for coverage following their date of hire, as described in subsections 10.1E1 and 2, are required to contribute an amount equal to the full cost of the Plan.
- (3) For part-time employees hired on or after April 25, 2004, who have met all the eligibility requirements to qualify for Employer contributions, as defined in subsections 10.1E2 and 10.1F, the Employer will contribute \$25.00 / month to the cost of this coverage. The employee's required contribution to participate is equal to the difference between the Employer's contribution and the total cost of the Plan.

3. Major Medical Plan (MMP)

a. Coverage Summary:

Effective April 1, 2005; the Employer will make available to eligible employees a Major Medical Plan (MMP) that provides comprehensive coverage for inpatient and outpatient services, and Prescription Drug coverage. Prior to the payment of Major Medical Benefits, the Plan has Deductible and Co-payment amounts that apply to eligible expenses that are not paid by the PCMP. After the Deductible and Co-payment requirements are satisfied, the Plan will pay covered expenses up to a Plan Year Maximum as defined in the Summary Plan Description / Plan Document.

Prior to each annual open enrollment that precedes April 1, the Employer will provide a summary of the coverage to the Union for review. The plan design will be structured to balance affordability with coverage levels.

b. Employer / Employee Contributions:

(1) For part-time employees hired prior to April 25, 2004, who have met all the eligibility requirements and enroll in the MMP, as defined in subsections 10.1D2 and 10.1F, the Employer will contribute \$25.00 / month to the cost of this coverage. The employee's required contribution for participation is equal to the difference between the Employer's contribution and the total cost of the Plan.

(2) Part-time employees hired on or after April 25, 2004, who have met all the eligibility requirements and enroll in the MMP, as defined in subsections 10.1E2 and 10.1F, the Employer will contribute \$25.00 / month to the cost of this coverage. The employee's required contribution to the cost of the MMP is equal to the difference between the Employer's contribution and the total cost of the Plan.

4. The Dental/Optical Plan.

a. Coverage Summary:

The Schedule of Benefits available under this Dental / Optical Plan are summarized below. With respect to the Dental Coverage, the Employer will establish a Dental Preferred Provider Network (DPPN). When participants use such Preferred Providers (In-Network) for covered services, the Plan Year Deductible that applies to all Non-Preventive Services, will be waived. Benefits for covered services will then be paid as described below. In addition, the participant co-pay amounts will often be lower when Preferred Providers are

used because these Providers have agreed to fees that will usually be less than the fees charged by other Providers, or the fee that would have been charged, without the "Preferred Provider" fee agreement.

(1) Dental Schedule:

Preventive Services (maximum two exams and cleanings per Plan Year and diagnostic x-rays)	100% R & A
Restorative, endodontic, periodontal, prosthodontia, and oral surgery services	50% R & A after the \$25 / person / Plan Year Deductible has been met.
Maximum per Plan Year	\$1000 per person

(2) Optical Schedule:

Exam	100% R&A
Frames, lenses & contacts	50%
Maximum per Plan Year	\$100 per person

b. Employer / Employee Contributions:

The required contribution for full-time or part-time employees hired prior to April 25, 2004, and full-time employees hired on or after April 25, 2004, who are participating in the Dental / Optical Plan, will be the percentage of the established cost of the Plan as listed below:

	<u>Employee Coverage</u>	<u>Dependent Coverage (FT Only)</u>
Effective 4/01/2005 (Plan Year 2005—2006 and after)	50% of cost	50% of cost

5. The Health Flexible Spending Account (Health FSA)

The Employer agrees to establish a Health FSA pursuant to Section 125 of the Internal Revenue Code. Effective April 1, 2005, this will be available to eligible employees as defined in subsections 10.1D5 or 10.1E5, who are participating in any Health Plan made available by the Employer (CHP; CHP

Alternative Medical Plan, PCMP; MMP, Dental/Optical Plan). The Health FSA will allow enrolled employees to pay for their own or their dependents qualified medical, prescription, dental, and optical expenses with pre-tax dollars. Participating employees will make pre-tax deposits into their Health FSA through weekly payroll deductions. Health care expenses that are incurred but not covered, or only partially covered, by other Health Plans can be paid from the Health FSA.

- K. A more complete description of the health benefit coverage available under each Health Plan described in subsections 10.111 through 5 above is provided in the Summary Plan Description / Plan Document or the Certificate of Coverage applicable to these Plans, which will be available to employees who enroll for coverage. This includes, but is not limited to important information on the following coverage requirements, administration practices, limitations and exclusions:
1. Enhanced Coverage for Home Health Care provided in lieu of Hospitalization
 2. Requirements and Coverage for Second Surgical Opinions
 3. Pre-certification and Medical Review of Inpatient / Outpatient Medical Services and Supplies
 4. Coverage / Exclusions applicable to Pre-existing Conditions
 5. Pre-determination of Coverage for Dental Services and Supplies
 6. Reasonable and Available Expense Allowance
 7. Non-Duplication Coordination of Benefits

Each Health Plan will be administered according to the specific terms and conditions of the Plans, and in case of any questions regarding benefit payment or eligibility, the terms and conditions of the Plan Documents will govern.

10.2 Life Insurance

- A. Full-time employees hired before April 25, 2004, will become eligible for Employer-paid Life Insurance on the first day of the month following three (3) months of service. Part-time employees hired before April 25, 2004, will become eligible for Employer-paid Life Insurance on the first day of the month following six (6) months of service.
- B. Full-time employees hired on or after April 25, 2004, will become eligible for Employer-paid Life Insurance on the first day of the Plan Year (April 1) following six (6) months of service.
- C. Prior to April 1, 2005, the Life and Accidental Death and Dismemberment Insurance available to eligible employees will be provided as defined in the 2000 – 2004 Agreement. As of April 1, 2005, the Life Insurance that is provided solely at the Employer's cost to eligible employees will be equal to approximately one year's annual

wage, up to a maximum of \$150,000 of coverage. The initial amount will be determined by annualizing the employee's wages. Subsequent amounts will be effective each April 1st based on the employee's wages in the previous Payroll calendar year.

- D. Effective April 1, 2005, employees who are eligible for Employer-paid Life Insurance as defined in subsections 10.2A and B above will also be eligible to participate in a voluntary employee-paid Insurance program that offers additional Term Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance and Dependent Term Life / AD&D Insurance for an employee's spouse and children. All coverage is optional and is available at competitive group rates through payroll deduction. Any coverage elected will be in addition to the Employer-paid coverage described in subsection 10.2C above. An annual open enrollment period for this voluntary Insurance coverage will be available prior to April 1, each year. However, after an employee's initial opportunity to enroll for coverage, proof of insurability will be required to enroll or to increase coverage, unless this requirement is specifically waived by the Insurance Carrier.
- E. Benefits summarized above will be provided in accordance with specific terms and conditions of the Plan, and in case of questions regarding benefit payment or eligibility, the terms and conditions of the Insurance Contract will govern.

10.3 Short Term Disability (STD) Plan

- A. Prior to April 1, 2005, eligibility, coverage, benefits, and all other features of this STD Plan will continue as defined in the 2000 – 2004 Agreement. The terms and conditions of the Short Term Disability Plan as set forth in this Section 10.3 will become effective on April 1, 2005.
- B. As of April 1, 2005, full-time and part-time employees hired prior to April 25, 2004, will become eligible for coverage on the same basis as they become eligible for the CHP. Therefore, they will be eligible to enroll for coverage on April 1, 2005, provided they have met the annual hours requirement defined in subsection 10.1F1.

Full time employees hired on or after April 25, 2004, will become eligible for coverage on the same basis as they become eligible for the CHP, which is on the first day of the Plan Year (April 1) following six (6) months of service, provided they have met the annual hours requirement defined in subsection 10.1F1.

- C. All employees, who are eligible to participate in the STD Plan on and after April 1, 2005, as described in subsection 10.3B above, must enroll in order to be covered by the STD Plan. For this purpose, there will be an annual open enrollment period preceding the first day of the Plan Year (April 1). Any employee who is not eligible to enroll in the STD Plan for coverage beginning on April 1, or chooses not to enroll, will have an

opportunity to enroll during the annual open enrollment period each year, provided all eligibility requirements have been met.

- D. Effective April 1, 2005, eligible employees who choose to participate will be required to finance a portion of the Employer's expense for this coverage through weekly pre-tax contributions. An employee's contribution is based on the established cost of the coverage, the weekly wages that will be covered, and the required percentage of cost that must be contributed.
1. The cost of the Plan will be determined based on actual claims experience, expected claims, and other actuarial considerations that may influence the frequency or severity of claims. As of April 1, 2004, the cost for this Plan has been established at \$1.00 per \$100.00 of average weekly wages.
 2. For the purpose of determining a participant's contribution requirement, average weekly wages will be calculated by taking the participant's total wages during the last four (4) payroll quarters (the previous Payroll year) and dividing that by the number of weeks during the same base period in which wages were paid to the participant (as recorded by the Employer on the participant's payroll record).
 3. Full-time and part-time employees hired prior to April 25, 2004, will be required to contribute 25% of the established cost for their coverage. Full-time employees hired on or after April 25, 2004, will be required to contribute 50% of the established cost for their coverage. Prior to the beginning of each Plan Year, the cost of coverage will be established for each "wage bracket" listed below. The employee contribution will be determined based on the applicable percentage factor and the established cost for the appropriate wage bracket as illustrated on the following sample chart.

Average Weekly Wage Bracket	Weekly Cost 04/01/2005 to 03/01/2006	Hired Before 04/25/2004 25% of Cost	Hired On / After 04/25/2004 50% of Cost
0-\$149	\$1.00	\$0.25 / week	\$ 0.50 / week
\$150-\$249	\$2.00	\$0.50 / week	\$ 1.00 / week
\$250-\$349	\$3.00	\$0.75 / week	\$ 1.50 / week
\$350-\$449	\$4.00	\$1.00 / week	\$ 2.00 / week
\$450-\$549	\$5.00	\$1.25 / week	\$ 2.50 / week
\$550-\$649	\$6.00	\$1.50 / week	\$ 3.00 / week
\$650-\$749	\$7.00	\$1.75 / week	\$ 3.50 / week

The chart shown above illustrates the actual required weekly contribution amounts for each wage bracket and percentage factor. These are the wage brackets and percentage factors that will apply throughout the term of this Agreement. However, the actual employee contribution amounts may change

based on the established cost for the coverage, which will be determined prior to each new Plan Year. This chart may be extended as necessary by applying the actual cost of the coverage to each additional \$100 wage bracket times the appropriate percentage of cost the employee is required to contribute.

- E. Short Term Disability benefits are payable for scheduled time lost from work for eligible and enrolled employees who become and remain totally disabled while not on layoff or leave of absence, and are under the care and treatment of a duly qualified physician because of a non-work related illness or injury. The term "physician" shall mean an individual who is properly licensed and recognized by the law of the state in which treatment is received and is performing within the scope of his license.
- F. Following the completion of the eligibility requirements, enrolled employees who have less than 5 years of continuous service will have 13 weeks (65 days) of coverage during the Plan Year. Enrolled employees with 5 or more years of continuous service will have 26 weeks (130 days) of coverage during the Plan Year
- G. The weekly benefit will be calculated on the basis of the employee's average hours worked during the last two (2) complete accounting quarters immediately preceding the disability, up to a maximum of forty (40) hours per week times seventy percent (70%) of the employee's straight time hourly rate at the time the disability occurs.
- H. The benefit will begin after seven (7) calendar days from the date the disability began due to a covered accident or illness. No benefits will be paid unless and until the Employer receives the employee's application completed by the attending physician on the form available from the Employer and information sufficient for the Employer to determine that a disability exists. This application must substantiate the disability and state the date the employee first came under the physician's care for the disability period. In order to be eligible for any benefits, this application must be delivered to the Employer no later than thirty (30) days after the disability began, unless it was not reasonably possible to do so and the application was delivered as soon as reasonably possible. No benefits will be paid for the period prior to the time the disability began and the employee came under the care and treatment of the physician for the disability.
- I. The Employer reserves the right to require additional reports from the attending physician to substantiate that appropriate care and treatment are being rendered by the physician and in an appropriate specialty. The disability must be supported by current objective medical evidence. The course of treatment must be appropriate for the disability. In absence of continuing proof of disability, the Employer may suspend benefits. If continuing proof of disability is received within 30 days of the suspension date, benefits will be reinstated without lapse. If continuing proof of disability is not received within 30 days of the suspension date, benefits will be reinstated as of the date such proof is received by the Employer. The Employer also reserves the right to have the employee examined by a physician of the Employer's choice to confirm the disability is supported by objective medical evidence and that the course of treatment is

appropriate. The Employer can in its sole discretion determine that a disability exists based on all medical information obtained.

- J. The Employer reserves the right to offer favored work within medical restrictions if an employee is unable to return to regular job duties. If the employee refuses the work offered, Short Term Disability benefits will cease.
- K. If the employee is returned to restricted work and / or hours, partial disability benefits may apply. The Short Term Disability benefit will be equal to the employee's regular calculated benefit rate minus seventy percent (70%) of the income the employee earned at work.
- L. Periods of disability not separated by two (2) continuous weeks of full employment at regular duties are considered as one (1) period of disability.
- M. During a week in which an employee qualifies for Short Term Disability benefits and also works part of the same week, the employee will receive the appropriate hourly rate for such hours worked. In any week, an employee may collect a maximum of five (5) days of compensation whether worked or treated as disability pay under this section. This five (5) day maximum can be composed of any combination of benefit pay and scheduled work.
- N. No benefits will be paid for a disability: (1) which is covered by workers' compensation or occupational disease law; or (2) which arises from or is sustained in the course of any occupation or employment for compensation, profit, or gain; or (3) resulting from an intentional, self-inflicted injury or sickness; or (4) which is due to war, any act of war or international armed conflict.
- O. If an employee experiences a Qualifying Life Event while on an approved Leave of Absence, and enrolls for coverage under the STD Plan within the next 30 days, the employee must return to regular duties at work for at least two (2) full weeks before being eligible for any STD benefit payments under this Plan. Qualifying Life Events are the employee's marriage or divorce, the death of the employee's spouse, the birth or adoption of a child, or loss of other coverage.
- P. These benefits will be provided in accordance with the specific terms and conditions of the Plan, and in case of any questions regarding payment or eligibility, the terms and conditions of the Plan Documents will govern.

10.4 Pension

A. For the duration of this Agreement, the Employer agrees to cover eligible employees under the Meijer Hourly Pension Plan according to the provisions set forth in this Section 10.4, subject to the terms and conditions of this Defined Benefit Pension Plan. No matter respecting this Pension Plan shall be subject to the grievance procedure of this Agreement. Eligible full-time and part-time employees in the bargaining unit, as defined below, will continue participation in the Plan, as described in this Section 10.4, according to the Benefit levels defined in subsection 10.4F.

1. All employees hired prior to March 31, 1995.
2. All employees hired on or after March 31, 1995, but prior to April 25, 2004, into job numbers D07 (100007), D0A (10000A), D0B (10000B).
3. Effective as of January 1, 2001, all employees hired on or after March 31, 1995, but prior to April 25, 2004, who are not listed in 10.4A2 above.

B. An eligible employee becomes a participant in the Plan on the first February 1 or August 1 after attaining age 21 and completing an eligibility computation period during which the employee has at least 1,000 hours of service. The initial eligibility computation period is the first twelve (12) months of employment. The subsequent eligibility computation period is each calendar year beginning after the employee's date of employment.

C. Employees will be vested in the Pension Plan on the completion of five years of vested service. However, pension benefits can be paid if the participant retires after attaining "normal retirement age" as described in subsection 10.4E below, even if the vested service requirement is never met. Benefits payable under this Plan are a function of benefit service and the applicable benefit dollar levels in effect as described in subsection 10.4F or 10.4G below.

One year of vested service will be credited for each calendar year in which the employee has at least 1,000 hours of service. If a participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any vested service for the calendar year.

The calendar year for the purpose of this Plan is defined as the payroll year, and in the calculation of hours for benefit service and vested service credit shall include each hour for which an employee is paid during the calendar year.

D. For service before January 1, 1992, a participant shall be credited with one-tenth of a year of benefit service for each 160 hours of service in a calendar year, up to a maximum of a full year of benefit service for 1600 or more hours of service in a calendar year.

For service on and after January 1, 1992, if the participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any benefit service for that year. If a participant has at least 2,000 hours of service in a calendar year, the partici-

part shall be credited with a year of benefit service. If a participant has less than 2,000 hours of service in a calendar year, the participant shall receive credit for .5 of a year of benefit service upon completion of 1,000 hours and 1/10th of a year of benefit service for each additional 200 hours as illustrated below.

1,000 hrs. =	.5
1,200 hrs. =	.6
1,400 hrs. =	.7
1,600 hrs. =	.8
1,800 hrs. =	.9
2,000 hrs. =	1.0

- E. For all employees retiring before January 1, 2001, "normal retirement age" means the age at which the participant is at least age 65 and has completed five years of participation in the Plan. For all employees retiring on or after January 1, 2001, "normal retirement age" means the age at which the participant is at least age 65 and has completed either five years of participation in the Plan or five years of continuous employment.
- F. For the purpose of the Pension Plan benefit schedule described in this subsection 10.4F, an employee eligible for the Food Schedule is any regular full-time or part-time employee hired prior to April 25, 2004, in job numbers 100007, 10000A, 10000B (previously D07, D0A, D0B). All other regular full-time or part-time employees hired prior to April 25, 2004, are eligible for the General Merchandise Schedule.

Benefit levels under this Pension Plan shall be equal to at least the following.

For service prior to January 1, 1989:

FOOD AND GENERAL MERCHANDISE

First ten years	\$12.00 per year
Second ten years	\$13.00 per year
Next fifteen years	\$15.00 per year

For service on or after January 1, 1989, and prior to January 1, 2001:

	FOOD SCHEDULE	GENERAL MERCHANDISE SCHEDULE
First five years	\$16.00	\$13.00
Next five years	17.00	14.00
Next ten years	19.00	16.00
Next fifteen years	21.00	17.00

For service on or after January 1, 2001:

	FOOD SCHEDULE	GENERAL MERCHANDISE SCHEDULE
First five years	\$17.00	\$14.00
Next five years	18.00	15.00
Next ten years	20.00	17.00
Next fifteen years	22.00	18.00

- G. If the present value of the benefit for a terminated vested employee is \$5,000 or less, the benefit will be paid in a single lump sum payment with no additional benefits payable. The lump sum distribution is payable on the first of the month following application.
- H. Benefits summarized in subsections 10.4A through G will be provided in accordance with the specific terms and conditions of the Plan, and in case of any question regarding benefit payment or eligibility, the terms and conditions of the plan documents will govern.
- I. Employees hired prior to April 25, 2004, will also be eligible to participate in the 401(k) plan described in Section 10.5. However, these employees will not be eligible for the Employer matching contributions described in subsection 10.5C2.

10.5 401(k) Retirement Plan

- A. The Employer will maintain the existing defined contribution retirement plan known as a 401(k) Plan. A 401(k) Plan permits a participant to defer part of the participant's pay and have the Employer contribute the amount of the pay deferral to the plan instead of paying it to the participant in his paychecks. Additionally, the Employer will make "matching" contributions to the plan for eligible employees as described below based on the amount of a participant's pay deferral contributions.

B. Each participant in the Plan will have accounts in his or her name. All participants' accounts are invested together in certain investment funds. The amount of a participant's benefits from the Plan is based upon the amount in the participant's accounts. The amount of the participant's accounts will depend upon the amount of the contributions (pay deferral and matching) made on the participant's behalf and the performance of the investment funds.

C. The Plan will include the following features:

1. Regular full-time employees will become eligible to participate in the Plan on the first day of the calendar month following three (3) months of service. Regular part-time employees will become eligible to participate in the Plan on the first day of the calendar month following six (6) months of service.
2. Participating employees hired on or after April 25, 2004, will be eligible for Employer matching funds as described in this subsection 10.5C2. Participating employees hired prior to April 25, 2004, are not eligible for Employer matching funds. Employer matching funds are not provided in any Plan Year to any employee who was credited with any benefit service under the Pension Plan described in Section 10.4.

For each Plan Year, the participant may contribute up to 4% of their pay and the Company will match 50% of the first 2% and 25% of the next 2% of the amount contributed by the participant. However, the matching contribution will be made only if the participant:

- a. Has 1,000 hours or more of service during the plan year; and
- b. Is employed on the last day of the plan year.

In the year of retirement, retirees will be eligible for the match even though they may not meet the criteria of subsections 10.5C2 (a and b) above, provided they have met the normal retirement age as defined in subsection 10.5C6.

3. A participant may also contribute additional pay (on a percentage of pay basis) which would not be eligible for a match from the Employer. The total amount of pay that a participant contributes to the Plan (each week or annually) may not exceed 75% of the participant's pay.
4. A participant will always be vested in his own pay deferral contributions and investment earnings on his pay deferral account.
5. A vesting schedule will apply to Employer matching contributions and investment earnings on the participant's matching contribution account. A participant will be 25% vested after completing two years of vesting service, 50% vested after 3 years of vesting service, 75% vested after 4 years of vesting

service and 100% vested after 5 years of vesting service. The participant will receive credit for one year of vesting service for each Plan Year during which the participant has at least 1,000 hours of service.

6. "Normal Retirement Age" means the age at which the participant is at least age 65 and the earlier of:
 1. The completion of 5 years of participation in the Plan, or
 2. The completion of 5 years of continuous service.
7. A participant will have a choice of at least four mutual funds for investment of the participant's accounts.
8. A participant may receive a distribution of benefits from the Plan if the participant terminates employment with the Employer, or becomes totally and permanently disabled. A distribution of benefits to the participant's 401(k) Plan beneficiary of record may be made if the participant dies.
9. Benefits summarized in subsections 10.5A through C will be provided in accordance with the specific terms and conditions of the Plan, and in case of any question regarding benefit payment or eligibility, the terms and conditions of the plan documents will govern.

10.6 Paid Time Off Benefits

- A. The Benefits described in this Section 10.6 have been modified as of April 25, 2004, of this Agreement. For employees hired prior to April 25, 2004, benefit improvements to Jury Duty (10.6E) and Bereavement Leave (10.6F) will take immediate effect. However, the eligibility requirements for all Benefits described in this Section will change for all employees covered by this Agreement on an employee's next anniversary date commencing on or after April 25, 2005. As of that date, an employee must have earned a minimum "fringe day hours average" of 4.8 hours from the previous anniversary year (requires 1,248 ASHs) to be eligible for any paid time off provided by these Benefits during the subsequent anniversary year. The "fringe day hours average" is defined in subsection 10.6B below.
- B. For the purpose of calculating benefits that are based on an employee's "fringe day amount," this is calculated by taking the employee's total active service hours (ASHs) during the previous anniversary year, divided by fifty-two (52) weeks, and then divided by five (5) days. There will not be a maximum applied to this calculation. This equals the "fringe day hours average." The "fringe day amount" is equal to the "fringe day hours average" times the employee's rate of pay in effect when the benefit is payable. An "active service hour" (ASH) is any hour that the employee is paid for active work, Holiday pay, Paid Days Off, Bereavement pay or Jury Duty pay.

For the purpose of using the “fringe day amount” for benefits paid during the first year of employment, an employee’s “fringe day amount” will be calculated after the completion of three (3) months (thirteen (13) weeks) of service, based on total ASHs at that time, divided by thirteen (13) weeks, divided by five (5) days. Therefore, on and after April 25, 2005, an employee, who has less than one (1) year (12 months) of service, must have earned a minimum “fringe day hours average” of 4.8 hours (requires 312 hours) during the employee’s first three (3) months of service to be eligible for these Paid Time Off Benefits during the employee’s first year of employment.

C. Paid Days Off

1. Eligible full-time and part-time employees will be granted paid Days Off according to the applicable schedule as listed below.

a. Full-time and part-time employees hired prior to April 25, 2004:

<u>After completing:</u>	<u>Each anniversary eligible employees receive:</u>
1 year of continuous service	7 paid days off
2 years of continuous service	8 paid days off
3 years of continuous service	14 paid days off
10 years of continuous service	20 paid days off
17 years of continuous service	23 paid days off

b. Full-time employees hired on or after the April 25, 2004:

<u>After completing:</u>	<u>Each anniversary eligible employees receive:</u>
1 year of continuous service	7 paid days off
3 years of continuous service	12 paid days off
10 years of continuous service	15 paid days off

c. Part-time employees hired on or after April 25, 2004:

<u>After completing:</u>	<u>Each anniversary eligible employees receive:</u>
1 year of continuous service	5 paid days off
3 years of continuous service	7 paid days off

2. Pay for each day will be the fringe day amount as determined on the employee’s previous anniversary date as defined in subsection 10. 6B.

3. A day may be either requested in writing by noon Wednesday of the preceding week or requested in writing after an unavoidable absence.
4. All Paid Days Off must be taken within the one (1) year period following the anniversary date in which they became available for use. Employees may not receive pay in lieu of Paid Days Off. Unused days from the employee's current anniversary year will be paid at termination of employment unless the termination is because of misconduct involving violations of Company rules, policies, procedures or guidelines or other conduct which is detrimental to or which demonstrates a disregard for customers, employees or Company interests. Pay in such cases shall not be granted. Also, unused days from the employee's current anniversary year will be paid after termination only when a minimum of two (2) full weeks advance written notice is given to the employer and the employee completes the remainder of his scheduled shifts prior to the end of his employment.
5. Pay for days less than five will be paid in the week that the absence occurs or the request is processed.
6. All time off is granted at management's discretion as business conditions permit. Requests for days off will not normally be granted during a holiday week, or on the day before or after a holiday.

D. Holiday Pay

1. Eligible full-time and part-time employees will receive paid holidays according to the applicable schedule as listed below, provided all of the requirements listed in subsection 10.6D2 have been met.
 - a. Full-time and part-time employees hired prior to April 25, 2004:

After completing:

Eligible employees receive holiday pay for:

Six (6) months of continuous service

New Year's Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Independence Day
 Labor Day

- b. Full-time and part-time employees hired on or after April 25, 2004:

<u>After completing:</u>	<u>Eligible employees receive holiday pay for:</u>
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Six (6) months of continuous service	Christmas Day Thanksgiving Day
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Eighteen (18) months of continuous service	New Year's Day Memorial Day Independence Day Labor Day
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2. Employees eligible to receive holiday pay will only receive such holiday pay if each of the following requirements are satisfied:
 - a. Employees must work their entire shift on the last scheduled day before the holiday and their entire shift on the first scheduled day after the holiday, unless an absence on these scheduled days is excused in advance in writing.
 - b. Employees must work at least one day during the week in which the holiday falls, unless the absence during the entire week occurs as the result of scheduled paid days off that were requested and approved in advance as provided in subsection 10.6C.
 - c. Employees, who are scheduled to work on the holiday, must work and complete their entire shift.
3. Employees who have met all of the requirements to receive holiday pay as described in this subsection 10.6D, will receive holiday pay in an amount equal to their fringe day amount as determined on the employee's previous anniversary date as defined in subsection 10.6B.

E. Jury Duty

1. After the completion of three (3) months of service, eligible full-time and part-time employees will be granted Jury Duty Benefits for scheduled time lost as described below.
2. This benefit provides payment for scheduled time missed because of involuntary jury duty service for up to thirty (30) accumulative days in any anniversary year. This benefit will be paid in addition to any payments made by the court for jury duty service.

3. The benefit payment equals the employee's current regular rate of pay times scheduled hours missed because of jury duty service. The employee's jury duty benefit will not be reduced by any payments received from the court for jury duty service.
4. Employees must inform their supervisor of their selection for jury duty as well as any scheduled days for jury duty or days they are to be available for jury duty. Employees may be scheduled for work in such a manner as to reduce the probability of conflict between work schedules and jury duty service.
5. In order to receive jury duty pay, the employee must submit the court payment voucher for any payment received from the court for jury service. This payment voucher will be used to verify jury duty service. The jury duty benefit will not be paid without court issued documentation of all jury duty service.

F. Bereavement Leave

1. After the completion of three (3) months of service, Eligible full-time and part-time employees will be granted Bereavement Leave with pay as described below.
2. The bereavement leave benefit provides a leave of absence with pay for scheduled time lost as described below.
 - a. Employees will receive three (3) days of bereavement leave for the death of the employee's spouse, child, or parent.
 - b. Employees will receive two (2) days of bereavement leave for the death of the employee's sister, brother, stepparent, or the child or parent of the employee's spouse.
 - c. Employees will receive one (1) day of bereavement leave for the death of the employee's grandparent, grandchild, or the sister or brother of the employee's spouse.
3. The employee must notify his or her immediate supervisor or manager-in-charge and the leave must be granted prior to commencement of such leave. The immediate supervisor may give additional days off without pay.
4. If an employee is notified of a death in his immediate family (spouse, parent, or child) while at work, he shall be granted the remainder of the day off and paid for scheduled work hours. This shall not be counted as part of the above provided days.
5. Pay for each day will be the fringe day amount as determined on the employee's previous anniversary date as defined in subsection 10.6B.

10.7 General Provisions Relating To Benefits Provided In This Article

Benefits as provided in this Article X are not payable if the loss results from war (declared or undeclared) or any act incident thereto. In the event of a serious epidemic, the Employer reserves the right to pay out only what can be paid without jeopardizing the stability of the Company and its ability to continue to provide employment, in the opinion of the Employer.

ARTICLE XI - LEAVE OF ABSENCE

Section 1. Personal Leave. An employee may be granted a personal leave of absence by agreement between the employee and the Employer, if a written request for such leave is approved by the Employer. All requests for leave must be in writing and state the specific reason for the leave requested. The written request must be given to the employee's immediate supervisor. Management's response to the requested leave shall be given in writing within ten (10) days from the time the request is received. Seniority shall accrue, except as limited in Section 11.7 during the personal leave.

Section 2. Union Leave. If an employee is appointed by the chief executive officer of the Union to a job as an official of the Union, he will be granted a leave of absence without pay for a period not to exceed one year. The Union will make the request in writing one month prior to the leave commencing.

Section 3. Military Leave. Leaves of absence shall be granted to employees for the purpose of serving in the military of the United States. Any employee returning from military service shall be entitled to re-employment in accordance with the provision of applicable federal law.

Section 4. Educational Leave. An educational leave of absence may be granted to employees at the discretion of management for the purpose of attending college or specialized training approved for job related purposes.

Employees on such a leave shall retain past seniority for time in classification and all other purposes except job bidding, scheduling and layoff. Employees returning from educational leave will begin a new seniority date for job bidding, scheduling, and layoff purposes. It is understood that the return of an employee from educational leave is dependant on the availability of open jobs.

An employee may remain on a leave for up to nine (9) months with a three (3) month extension, provided they have contacted the Store/Unit Director with a commitment to return to work prior to the end of the time period.

Failure of the employee to return to work within the nine (9) months of leave or such later date as specified within the extension period shall result in termination.

The employer may require verification of attendance in order to approve or continue an educational leave of absence. The employer reserves the right to require any necessary verification.

Section 5. Non-Work Related Disability Leave. Leaves of absence shall be granted for up to one (1) year for employees who become unable to work because of non-work related illness or injury. This leave shall become effective the first full day off work due to the illness or injury. The illness or injury must be verified by a physician certifying the disability is supported by current objective medical evidence. The course of treatment must be appropriate for the disability. The Employer, however, reserves the right to have the employee examined by a physician of its choice to confirm the illness or injury.

In the event the employee is medically unable to return to work and resume his regular job duties on the date the leave is due to expire, up to a six (6) month extension will be granted at ninety (90) day intervals if the employee's physician submits verification for such extension indicating a time the employee will be able to return to work and assume his regular job duties during the extension period. Additional extensions may be granted by the Employer beyond the six (6) month extension period. The Employer reserves the right to have the employee examined by a physician of its choice to confirm the need for the extension.

Failure of the employee to return to work within the one (1) year period of leave or such later date as is specified within the extension period shall result in termination.

Seniority shall accrue during non-work related disability leaves except as limited in Section 11.7.

Section 6. Work Related Disability Leave. Leaves of absence shall be granted for up to one (1) year for employees who become unable to work because of a work related injury. This leave shall become effective the first full day off work due to the injury and must be verified by a physician certifying the disability is supported by current objective medical evidence. The course of treatment must be appropriate for the disability. The Employer may require certification of injury from a physician of its choice.

In the event the employee is medically unable to return to work and resume his regular job duties on the date the leave is due to expire, up to a six (6) month extension will be granted at ninety (90) day intervals if the employee's physician submits verification for such extension indicating a time the employee will be able to return to work and assume his regular job duties during the extension period. Additional extensions may be granted by the Employer beyond the six (6) month extension period. The Employer reserves the right to have the employee examined by a physician of its choice to confirm the need for extension.

Failure of the employee to return to work within the one (1) year period of leave or such later date as is specified within the extension period shall result in termination.

Seniority shall accrue during work related disability leaves except as limited in Section 11.7.

Section 7. Employees on leave of absence of thirty (30) days or less shall maintain their present time in classification for rate increases and other contract purposes. Persons on leave of absence longer than thirty (30) days will not accumulate time in classification for purposes of receiving increases while below top rate within classification.

When employees are released from their medical restrictions, they will be considered as returning from disability leave and treated accordingly.

Section 8. Any employee on leave of absence for reasons other than military leave must return on the date agreed, unless mutually agreed otherwise between the Employer and the employee or his employment shall be terminated.

Section 9. No leave of absence will be granted to any employee for the purpose of trying out another job, engaging in any other employment, or to venture into business for himself unless the Employer gives special permission in writing. Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved.

Section 10. Employees on a non-work related disability leave, or a work related disability leave, must have medical certification from the treating physician releasing the employee to return to work. "Physician" means an individual who is properly licensed and recognized by the law of the state in which treatment is received and is performing within the scope of that license. Employees who are unable to return and perform fully all the requirements of the job the employee held prior to such disability may be returned to available work consistent with their medical restrictions. The Employer reserves the right to determine the employee's ability to work by obtaining further information from the treating physician or to have the employee examined by a physician of its choice to confirm the ability to work with or without restrictions. Time lost from work additionally may be payable under the Short Term Disability Plan or Workers' Compensation to the extent the employee is eligible for such coverage. The existence of the available work with restrictions will be determined solely by the Employer.

Favored work will be offered to both the employees on work related disability leaves and employees on non-work related disability leave, where such work exists, as determined by the Employer. The favored work will be such that an employee can retain and accrue seniority and receive contractual benefits as defined in Article X. During the period of such favored work assignment, the employee can maintain his Union membership. Compensation for favored work for employees on work related disability leave shall be subject to applicable Workers' Compensation Law. Compensation for favored work for employees on non-work related disability leave shall be based on the partial disability benefit provided under Section 10.3, Short Term Disability Plan, if eligible.

Favored work under this section will not be subject to any posting, bidding, or assignment procedures. However, layoff procedures shall apply when there is a layoff that affects that work assignment and employees returned to work under this provision will not be used to displace other employees. Placement of employees on favored work shall be consistent with their seniority when retained within their regular classification or department. Employees assigned favored work outside their regular job classification will be assigned hours based upon departmental needs and times as required by business conditions. When employees are assigned favored work outside their job classification, their seniority will not take precedence over the regular classification of employees permanently assigned to the department.

When employees are released from their medical restrictions, they will be considered as returning from disability leave and treated accordingly.

Section 11. Family and Medical Leave. Employees who are eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993, will be granted such leave according to the actual terms and conditions defined in the Act. The leave types available as a qualified Family and Medical Leave under the Act are listed below:

1. Disability Leave, both non-work related and work related, described in Sections 11.5 and 11.6.
2. Family Care Leave, described below.

Employees who are eligible under the Act, who have applied for and have been determined to qualify for a disability leave for the purpose of their medical disability and/or pregnancy and childbirth, will be entitled to the benefits and rights provided under the Act. Such employees will also be subject to the employee responsibilities and requirements contained in the Act. In those cases where employees have satisfied such obligations, the entitlements provided by the Act will be incorporated within the administration of the disability leave.

Employees who are not eligible or do not qualify for leave of absence pursuant to the Act, or have exhausted the leave time available under the Act, may still be granted disability leave as described in Sections 11.5 and 11.6. However, such leave would not be a qualified leave under the Act and such employees would not be eligible to receive the specific entitlements provided by the Act. The administration of these leaves would be consistent with the provisions contained in Sections 11.5 through 11.11.

Employees who are eligible for leave under the Act for the purpose of providing care for a family member as described below, who have applied for and have been determined to qualify for leave, will be granted a family care leave. Family care leave is for the purpose of providing care for:

1. The employee's newborn child.
2. A child recently placed with the employee for adoption or foster care.
3. The employee's spouse, child, or parent with a serious health condition.

Employees who are eligible and approved for family care leave will be entitled to the benefits and rights provided under the Act. Such employees will also be subject to the employee responsibilities and requirements contained in the Act. In those cases where employees have satisfied such obligations, the entitlements provided by the Act will be available during a family care leave. When a disability leave has been exhausted, if the employee is eligible for additional time off for the care of the newborn, the additional leave time required by the Act will be granted.

Employees who are not eligible for leave, do not qualify for family care leave, or have exhausted the leave time available under the Act, will not be granted a family care leave. In such cases, the employee may apply for a personal leave as described in Section 11.1. However, such leave would not be a qualified leave under the Act and such employees would not be eligible to receive the specific entitlements provided by the Act. The administration of such leaves would be consistent with the provisions contained in Section 11.1.

In all cases of approved leave of absence which are qualified as covered under the Family and Medical Leave Act, such leaves will be administered according to the actual terms and conditions of the Act. Exceptions to the requirements or limitations provided by the Act will only occur pursuant to the Employer's specific agreement within this Agreement or in writing outside of this Agreement and only when such exceptions will result in more favorable treatment of employees than the Act requires.

Article XII - Union Cooperation

- (a) The Union agrees to the reasonable rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job and all other reasonable rules and regulations established by the Employer.
- (b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores; and in caring for equipment and machinery.
- (c) The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discipline or discharge.
- (d) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.
- (e) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.
- (f) Per the Letter of Understanding between Meijer Stores and UFCW, Local 1099, May, 1997, the Union agrees to promote workplace safety, a drug free work environment, and the post accident screening policy as implemented by the Company regarding drug testing for workplace accidents.
- (g) The Union agrees that any Union button/pin, in addition to a steward and service pin, will not be political in nature and will be small, neat, and inconspicuous. The Union agrees to cooperate with the Company's philosophy of minimizing the number and type of pins worn.
- (h) The Union agrees that any materials posted or distributed within the units will comply with the Employer's "No Solicitation" policy.

Article XIII - General

Section 1. Notices from the local Union office regarding the administration of the Contract may be posted on up to three bulletin boards (one by the back break room, one in the Service time clock area and one in the Grocery back room) per unit which will be placed away from areas open to the public. Any materials posted shall be identified as official notices of UFCW, Local 1099, and will not contain any statements adverse to the Employer or the Employer's business, or be political in nature. The Union may post notices regarding the Membership Assistance Fund.

Section 2. An employee who accepts a transfer out of the bargaining unit shall retain, if returned to the bargaining unit, his past seniority for a period of one (1) year after such transfer.

Section 3. The Employer must display Union store cards and/or decals as provided by the Union in each of the Employer's stores covered by this Agreement. Such cards shall remain property of the Union and shall be surrendered on demand.

Section 4. Uniforms

Uniforms will be provided by the Employer as required, as follows:

Polo-shirt

Full-time – Maximum of three (3) per year with issue of three (3) on hiring date.

Part-time – Maximum of two (2) per year with issue of two (2) on hiring date.

These uniforms will be maintained by the employee in an appearance acceptable to the Employer.

Section 5. The Employer and the Union agree that the security of all controlled substances and confidential records is of utmost importance. Any employee found violating restrictions on access to the same will be subject to immediate discharge.

Section 6. Employees will properly record their time in the prescribed manner when reporting for work and when leaving. Employees' time must be properly recorded when performing any work or assignment for the Employer. Employees failing to comply with this section will be subject to disciplinary action up to and including discharge. Employees will be paid when required to attend a meeting scheduled by the Employer. Such time will not be counted for purposes of overtime calculations except as Federal Statute requires.

Section 7. The Employer may establish classifications as needed, and is to classify employees. Although the Employer may create or change job classifications, the rates applicable to new or materially changed classifications shall be subject to negotiations between the parties.

Section 8. Any reference to the male gender contained herein is for illustrative purposes only and shall be deemed to include the female gender.

Section 9. Unit Closings When the Employer decides to close a unit that directly affects employees at that unit covered by this Agreement, the Employer shall notify the Union of such closing. At the request of either party, the parties shall meet to discuss the closing. As a result of such discussion, the President of the Local Union and management representatives may upon mutual agreement modify or amend the terms of Articles VI and VII pertaining to the operation and the employees directly affected by the closing.

Section 10. The Employer agrees to follow all Federal and State laws regarding discrimination and polygraph usage for its employees.

Section 11. In the Marking and Receiving Department, employees assigned as Trailer Unloaders will receive a fifty cent (50¢) per hour premium, above their General Merchandise Clerk rate, for time spent unloading trailers from Meijer Distribution Centers. Employees will not receive this premium for time worked while not in this job assignment.

Section 12. The Employer shall provide such workers' compensation benefits as required by law for eligible employees but may fund such benefits under a welfare benefit trust established to provide such benefits.

Section 13. It is recognized as desirable from both the Employer and the Union's standpoint to encourage employees to shop at Meijer stores. Consequently, the Union and the Employer mutually suggest that the employees buy the bulk of their food and general merchandise from the Meijer stores in order to make each employee's job more secure.

Section 14. In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

Section 15. Marking Room Clerks may unload and sort merchandise from all trailers delivered to the store, and when assigned, will receive their regular rate of pay and will not result in the displacement of Grocery employees currently assigned as Grocery Receiving Clerks.

Section 16. The Employer may designate employees to act as Team Leader Assistants and those employees assigned by management to this position will receive \$1.00 per hour premium for time worked as a Team Leader Assistant. Irrespective of Article IX, those employees designated as Team Leader Assistants will be scheduled according to the requirements of the job assignment and such schedules will not be subject to claim from other employees. The Team Leader Assistant position is experimental in nature and may be modified or eliminated during the course of this agreement. The Company agrees to inform the Union of significant changes to the Team Leader Assistant position.

Section 17. In the spirit of cooperation, the Employer will endeavor to hold regular management/steward meetings to discuss workplace issues. These meetings will normally be conducted by the Store/Unit Director or their designee.

Section 18. Economic Relief

The Employer may request modification of the economic terms of the contract according to the following separate procedures:

- A. After a period of three (3) months from the effective date of the contract, if the Employer establishes sufficient reasons for economic relief for certain units or portions of the operation, the Union shall present the terms of the economic relief to the membership in the affected units and/or operation for their vote.
- B. If at any time during the duration of the contract a competitor opens a discount general merchandise or discount food or combined discount food and general merchandise operation that exceeds 50,000 square feet in size within a fifteen (15) mile radius of one of the Employer's stores, or if an existing discount general merchandise operation expands and becomes a combined discount food and general merchandise operation, and the economic terms of the competitor's labor costs are substantially less than the Employer's labor costs, the Employer may present a proposal to the Union for economic relief pertaining to the affected store or stores and the Union shall present that proposal to the affected membership in the store or stores to which the proposal applies for their vote within thirty (30) days from receipt of such proposal.
- C. During the duration of the contract, the parties may address a competitive disadvantage which exists in a facility covered by the Agreement. The parties specifically reserve the right to deal with any one unit whether or not the entire metropolitan or geographical area is affected in a similar fashion by this competitive disadvantage. The parties may then meet to discuss modifications of wage and/or benefit or operating language changes to effect a more competitive posture in that unit or units. This section in no way shall obligate either party to agree to such modifications in lieu of closing the retail unit.

It is specifically understood that relief will not be implemented without the vote of the affected members.

Article XIV - Separability

It is hereby declared to be the intention of the parties of this Agreement that the sections, words, paragraphs, sentences, clauses and phrases of this Agreement are separate and if any section, word, paragraph, sentence, clause and phrase of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of conflict of any federal or state law, each invalidity shall not affect any of the remaining sections, words, paragraphs, sentences, clauses and phrases of this Agreement.

The Employer and the Union agree that substitute provisions to replace any part of this Agreement invalidated pursuant to the foregoing shall be incorporated into this Agreement within thirty (30) days thereafter.

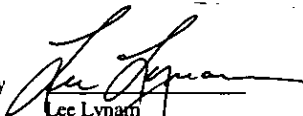
Article XV - Duration and Termination

THIS AGREEMENT shall expire midnight, Saturday, April 25, 2009, but will automatically continue from year to year thereafter unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date or the Saturday closest to the 25th of April of any subsequent year, of their desire to terminate or negotiate changes in the Agreement.

MEIJER STORES LIMITED PARTNERSHIP

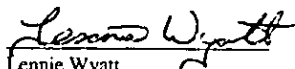
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
Local 1099, AFL-CIO, CLC

By



Lee Lynam
Vice President
Human Relations and
Corporate Employment
Meijer Stores

By



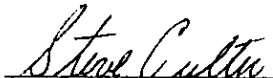
Lennie Wyatt
President
UFCW, Local 1099

By



Dennis Herron
Corporate Team Relations
Meijer Stores

By



Steve Culter
Secretary/Treasurer
UFCW, Local 1099

WITHDRAWAL CARD - It is necessary to obtain a withdrawal card from your Local Union when you leave the retail field to avoid payment of reinstatement fees upon returning to retail employment. To obtain a withdrawal card, make a written request to your Local Union office, giving your name and address, social security number and the reason for leaving the retail field. The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any Local Union of the United Food and Commercial Workers International Union, AFL-CIO, CLC without payment of any additional fee. Withdrawal cards must be deposited with this office within 30 days after returning to work or said card becomes null and void and the reinstatement fee must be paid. All persons returning to work with withdrawal cards must fill out a new application and authorization.

GRIEVANCES - To report a grievance, contact the steward in your store or phone or write your business representative. Give all the facts of the grievance and the steward or business representative will investigate and adjust the grievance immediately.

CHANGE OF ADDRESS - Report all changes of address and/or name to the Union Office immediately.

UNITED FOOD & COMMERCIAL WORKERS UNION

LOCAL NO. 1099

913 Lebanon Street

Monroe, OH 45050-1495

(Toll Free) 1-800-582-1099

(Local) 539-9961

Website: www.ufcw1099.org



Local 1099

**United Food and
Commercial Workers Union**

913 Lebanon Street
Monroe, Ohio 45050-1495

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